EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Michels Corporation, *Plaintiff,* v. Central States, Southeast and Southwest Areas Pension Fund, *et al.*, *Defendants.*	)	
Pipe Line Contractors Association, *Intervening Plaintiff,* v. Central States, Southeast and Southwest Areas Pension Fund, *et al.*, *Defendants.*	)	Case No. 12-CV-4144 Judge Norgle
Central States, Southeast and Southwest Areas Pension Fund, and Arthur H. Bunte, Jr., *Counterclaim Plaintiffs,* v. Michels Corporation, *Counterclaim Defendant*, and Apex Pipeline Services, Inc., *et al.*, *Additional Counterclaim Defendants.*	)	

AFFIDAVIT OF PETER PRIEDE

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Peter Priede, having been fully sworn and upon my oath, depose and state as follows:

1. I am an adult and am otherwise competent to give evidence. I have personal knowledge with respect to the facts set forth in this affidavit and, if called to give evidence in this matter, I would testify consistently with those facts.

2. I am employed as the Group Manager of the Operations Accounting Group at the Central States, Southeast and Southwest Pension Fund ("Central States"). I am familiar with the operations of Central States.

3. Central States maintains its sole and exclusive administrative offices at 9377 W. Higgins Road, Rosemont, Illinois. That location is where all of Central States' records are maintained and kept. All of Central States' employees operate out of that location.

4. Central States is a multiemployer pension benefit plan and trust established and governed under the Employee Retirement Income Security Act of 1974, as amended. Central States is primarily funded by pension contributions made by multiple participating employers. These employers agree to make pension contributions to Central States under various collective bargaining agreements negotiated with the International Brotherhood of Teamsters ("IBT"), and its affiliated local unions.

5. Central States is governed by a Board of Trustees who are collectively the

plan sponsor of the Fund within the meaning of §4001(a)(10)(A) of ERISA, 29 U.S.C. §1301(a)(10)(A). The Board of Trustees administers Central States pursuant to the term of a Trust Agreement. I have attached to this affidavit, as **Exhibit A**, a true and correct copy of Central States' Trust Agreement, as amended through November 8, 2011.

6. A true and accurate copy of the Central States Pension Plan is attached hereto as **Exhibit B.**

7. Arthur H. Bunte, Jr., is a present Trustee of the Fund and a plan sponsor.

8. Michels Corporation ("Michels") is an employer that participates in Central States. The relevant employees of Michels who participate in Central States' pension fund are covered by a collective bargaining agreement known as the National Pipe Line Agreement ("NPLA").

9. The Fund, through a bargaining unit employee, sent a fax to Michels on August 16, 2006 stating, in part, The Fund, through its Contracts Department, sent Michels a fax transmission on August 16, 2006, stating in part: "Attached are the signature pages (Acceptance and Schedule B/Participation Agreement) required for the National Pipe Line Agreement. Please have these signed by an authorized representative of your organization and return to me . . .".

10. The Fund continued to accept contributions and bill higher rates beyond January 1, 2011. Fringe benefit rates beyond 01/31/2011 were provided to the Fund and Michels pursuant to (1) attachments to the Pipe Line Job Notifications from the IBT, (2) Pipeline Construction Pre-Job Form, and/or (3) PLCA notification. Michels and other members of the PLCA paid those higher rates. True and Accurate Copies of these are

attached hereto as **Exhibits C-E.**

11. On October 9, 2012 the Pension Fund received notice that under the new NPLA, Michels would be contributing to a Fund other than Central States. The new NPLA contains provisions which differ from the terms of the November 15, 2011 extension agreement. A true and accurate copy of the notice and the new NPLA is attached hereto as **Exhibit F.**

FURTHER, AFFIANT SAYETH NAUGHT.

Peter Priede

Subscribed and sworn to before me, a
Notary Public of the State of Illinois,
this 11th day of January, 2013.

Karla J. Genitoni
Notary Public

OFFICIAL SEAL
KARLA J GENITONI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/28/13

EXHIBIT A

TRUST AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND

AS AMENDED THROUGH NOVEMBER 8, 2011

REVISED AND AMENDED TRUST AGREEMENT FOR CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND

This **AGREEMENT** and **DECLARATION** of **TRUST**, made and entered into this sixteenth day of March, 1955 by and between **CENTRAL CONFERENCE OF TEAMSTERS, SOUTHERN CONFERENCE OF TEAMSTERS**, and their affiliated Local Unions, hereinafter referred to collectively as the **"UNION"**, and the **SOUTHERN MOTOR CARRIERS LABOR RELATIONS ASSOCIATION; MOTOR CARRIERS EMPLOYERS CONFERENCE - CENTRAL STATES; CARTAGE EMPLOYERS MANAGEMENT ASSOCIATION; CLEVELAND DRAYMEN ASSOCIATION, INC.;** and **NORTHERN OHIO MOTOR TRUCK ASSOCIATION, INC.;** for and on behalf of themselves, their constituent members, and such other Employers who are or may become parties hereto, hereinafter collectively referred to as the **"EMPLOYER"**, and the individual Trustees, hereinafter referred to as the "**TRUSTEES"**, selected as hereinafter described, accepting the Trust obligations herein declared:

W I T N E S S E T H:

WHEREAS, the Union and the Employer believe that it is in the best interest of the Employees of such Employer represented by the Union, and the families and dependents of such Employees, to provide for retirement benefits and for that purpose to establish a Trust Fund as hereinafter provided; and

WHEREAS, the Union and the Employer have heretofore entered into collective bargaining agreements under the terms of which it is provided that the Employer shall contribute certain agreed-upon sums of money therein set forth to a Pension Fund, which shall be known as the **CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND**; and

WHEREAS, Employee Trustees and Employer Trustees have been designated as the Trustees of the Trust in accordance with the provisions of such Agreement.

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained, the Union and the Employer hereby accept and adopt all of the provisions herein contained, and the Trustees declare that they will receive and hold the contributions and any other money or property which may come into their hands as Trustees (all such contributions, money and property being hereinafter referred to as "the Trust Fund"), with the powers and duties, uses, and purposes as hereinafter set forth, to-wit:

ARTICLE I
DEFINITION OF TERMS

Sec. 1. Employer - The term "Employer" as used herein shall mean any employer who is bound by a collective bargaining agreement with the Union, or any employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by this Agreement.

Sec. 2. Union - The term "Union" as used herein shall mean those Local Unions which the Board of Trustees determines to have been the affiliated Local Unions of the Central Conference of Teamsters and the Southern Conference of Teamsters when those two conferences were dissolved in or around June, 1994, and such other unions as the Trustees may agree upon, provided that all such determinations by the Board of Trustees shall be binding upon all participants and beneficiaries of the Fund and upon all other entities having or claiming any interest in the Fund.

Sec. 3. Employee - The term "Employee" as used herein shall include:

(a) A person who is employed under the terms and conditions of a collective bargaining agreement entered into between an Employer as herein defined and a Union as herein defined, and on whose behalf payments are required by such collective bargaining agreement or applicable law to be made to the Fund by the Employer; or

(b) All persons employed by the Union, upon being proposed by the Union and after acceptance by the Trustees; and as to such Union personnel the Union shall be considered an Employer solely for the purposes of contributions within the meaning of this Agreement and Declaration of the Trust and shall, on behalf of such personnel, make payments to the Trust at the times and at the rate of payment equal to that made by any other Employer who is a party to the Trust for the same benefits; or

(c) All persons employed by the Central States, Southeast and Southwest Areas Pension Fund or Central States, Southeast and Southwest Areas Health and Welfare Fund upon acceptance by the Trustees; and as to such Trust personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of this Agreement and Declaration of Trust and shall, on behalf of such personnel, make payments to the Trust at the times and at the rate of payment equal to that made by any other Employer who is a party to the Trust for the same benefits.

(d) All persons who are Trustees of Central States, Southeast and Southwest Areas Pension Fund or Central States,

Southeast and Southwest Areas Health and Welfare Fund upon acceptance by the Trustees, as hereinafter defined; and on behalf of such persons who are Trustees, their Employers shall make or be presently required to make contributions to the Trust at the times and at the rate of payment equal to that required by any other Employer who is a party to the Trust for the same benefits.

(e) In all instances the common law test or the applicable statutory definition of master-servant relationship shall control employee status;

(f) The continuation of employee status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.

Sec. 4. Trustees - The term "Trustees" or "Board" as used herein shall mean the Trustees designated in this Agreement and Declaration of Trust together with their successors designated and appointed in accordance with the terms of this Agreement.

Sec. 5. Trust Fund or Fund - The term "Trust Fund" or "Fund" as used herein shall refer to all property of whatever nature which shall be in said Trust created by this Agreement.

Sec. 6. Employer Contributions - The term "Employer Contributions" as used herein shall mean payments made by Employers to the Trust Fund herein created.

ARTICLE II
CREATION OF TRUST FUND AND BOARD OF TRUSTEES

Sec. 1. Designation - The Union and the Employer hereby create and establish, with the Trustees herein provided for, a Trust to be known as the **Central States, Southeast and Southwest Areas Pension Fund** which shall be comprised of assets derived from Employer Contributions made pursuant to the collective bargaining agreement between the parties (plus any additional sum or sums from Employer Contributions which may hereafter be agreed upon by the Employers and the Union set forth in written collective bargaining agreements), together with all insurance and annuity contracts (including dividends, refunds, or other sums payable to the Trustees on account of such insurance and annuity contracts) and all investments made and held by the Trustees on account of such insurance and annuity contracts, all investments made and held by the Trustees, all moneys received by the Trustees as contributions or as income from investments made and held by the Trustees or otherwise, and any other property received and held by the Trustees for the uses, purposes, and trusts set forth in this Agreement and Declaration of Trust, where any of the foregoing is derived from the Employer Contributions.

Sec. 2. Board of Trustees - There is hereby created a Board of Trustees consisting of four persons representative of the Employers and four persons representative of the Employees.

The appointment of each of the four Employer Trustees that was made prior to September 16, 2009, and that is still in effect on September 16, 2009, shall remain in effect until expiration of the term of office of such Trustee, except in the event of vacancy or removal during the term of office. In the event of a vacancy or removal occurring during a term of office in effect on September 16, 2009, the nominating authority (if applicable) and appointing authority for a Successor Trustee shall be vested in, and exercised by, the nominating authority (if applicable) and appointing authority that otherwise applies to such position upon the expiration of such term of office.

Upon expiration of the term of office of an Employer Trustee on March 31, 2010 (and on March 31 of every fifth year after each such year), the authority and responsibility to appoint such Employer Trustee to serve for a five-year term of office that will commence on April 1, 2010 (and on April 1 of every fifth year after such year) shall be vested in, and exercised by majority action by, the other Employer Trustees then serving as Trustees, and the Successor Trustees of those Employer Trustees.

Upon expiration of the term of office of an Employer Trustee on March 31, 2011 (and on March 31 of every fifth year after each such year), The Association of Food and Dairy Retailers, Wholesalers and Manufacturers shall nominate an Employer Trustee to serve for a five-year term of office that will commence on April 1, 2011 (and on April 1 of every fifth year after such year). The power to approve said nominee for appointment shall be vested in, and exercised through majority action by, the other Employer Trustees then serving as Trustees, and the Successor Trustees of those Employer Trustees.

Upon expiration of the term of office of an Employer Trustee on March 31, 2012 (and on March 31 of every fifth year after each such year), ABF Freight System, Inc. shall nominate an Employer Trustee to serve for a five-year term of office that will commence on April 1, 2012 (and on April 1 of every fifth year after such year). The power to approve said nominee for appointment shall be vested in, and exercised through majority action by, the other Employer Trustees then serving as Trustees, and the Successor Trustees of those Employer Trustees.

Upon expiration of the term of office of an Employer Trustee on March 31, 2013 (and on March 31 of every fifth year after each such year), the authority and responsibility to appoint such Employer Trustee to serve for a five-year term of office that will commence on April 1, 2013 (and on April 1 of every fifth year after such year) shall be vested in, and exercised by majority action by, the other Employer Trustees then serving as Trustees, and the Successor Trustees of those Employer Trustees.

The Employee Trustee shall be appointed, on behalf and as representative of the Union, by the Central Trustee Appointment Board and the Southern Trustee Appointment Board, each as appointing authority, for terms of office hereinafter specified in this Section 2 of Article II of this Agreement.

In accordance with prior amendments of this Agreement, the term of office of each Trustee is a five-year period, subject to reappointment of the same Trustee or appointment of another Trustee by the appointing entity for that Trustee position at the end of such five-year period, and also subject to appointment of a Successor Trustee pursuant to this Agreement in the event of a vacancy during a five-year term of office.

Upon expiration of the term of office of an Employee Trustee on March 31 of each of 2009, 2010 and 2012 (and on March 31 of every fifth year after each such year), the Central Trustee Appointment Board shall appoint an Employee Trustee to serve for a five-year term of office that will commence, respectively, on April 1 of 2009, 2010 and 2012 (and on April 1 of every fifth year after each such year), which appointment will be made in accordance with procedures established by the Board of Trustees. Upon expiration of the term of office of an Employee Trustee on March 31, 2011 (and on March 31 of every fifth year after 2011), the Southern Trustee Appointment Board shall appoint an Employee Trustee to serve for a five-year term of office that will commence on April 1, 2011 (and on April 1 of every fifth year after 2011), which appointment will be made in accordance with procedures established by the Board of Trustees. The authority and responsibility of the Central Trustee Appointment Board and the Southern Trustee Appointment Board, including procedures for appointment of the members of each such board and procedures for each such board's appointment of Employee Trustees, shall be established by the Board of Trustees (with appropriate abstentions), which shall be solely authorized and responsible to determine with finality whether or not any individual has been duly appointed as a member of the Central Trustee Appointment Board or the Southern Trustee Appointment Board in accordance with such procedures, to determine with finality whether or not any Employee Trustee has been duly designated and appointed in accordance with such procedures and to determine with finality the binding interpretation and/or resolution of all questions, objections, challenges and disputes that relate to application of such procedures.

Sec. 3. Term of Trustees - Each Trustee shall serve until expiration of his term of office established in accordance with Section 2 of Article II of this Agreement or until, on a date prior to expiration of his term of office, he shall die, become incapable of acting hereunder, resign, become disqualified for the position under applicable law or under Section 9 of Article XIV of this Agreement, or be removed as herein provided.

Sec. 4. Manner of Acting in Event of Deadlock - In the event a deadlock develops between the Employer and Employee Trustees, or between the Trustees, the Trustees shall appoint a neutral party empowered to break such deadlock within a reasonable length of time. Such neutral party may be appointed in advance of any such deadlock. In the event the Trustees are unable to agree upon a neutral party, or in the event such neutral party is unable to act, either the Employer or the Employee Trustees may petition the District Court of the United States for the Northern District of Illinois, Eastern Division, for appointment of a neutral person, as provided in Section 302(c) of the Labor Management Relations Act of 1947, as amended.

Sec. 5. Vacancy in Board of Trustees - In case of vacancies by death, legal incapacity, resignation or otherwise of the Employer Trustees or Employee Trustees, a successor thereto shall be appointed as provided in Article II, Section 2 hereof. Any Trustee or Trustees shall have the right to resign on written notice to the remaining Trustees, and to the Executive Director; said notice shall specify the effective date of such resignation, which shall be no later than fifteen (15) days after said notice is received by the Executive Director, except that said resignation shall in any event become effective no later than appointment of, and acceptance of appointment by, a Successor Trustee, in accordance with Article II, Section 7 of this Agreement.

Sec. 6. Removal of Trustees - Any Employer Trustee may be removed, with cause, at any time by the entity or group that has the authority under Article II, Section 2 hereof to appoint such Employer Trustee, and, in the event of such removal of any Employer Trustee, the entity or group removing such Trustee shall appoint a Successor Trustee. Any Employee Trustee may be removed, with cause, at any time by the board (either the Central Trustee Appointment Board or the Southern Trustee Appointment Board) which, in accordance with Section 2 of Article II of this Agreement, is the appointing authority upon any vacancy in, or term expiration of, the Employee Trustee position then held by the Employee Trustee being removed. The Trustees shall also have the authority and duty to act to remove a Trustee holding office in violation of law.

Sec. 7. Designation of Successor Trustee - In the event of a vacancy under either Section 5 or Section 6 above, the Successor Trustee shall be designated in writing by the appointing authority, and such Successor Trustee shall accept such appointment in writing in a form satisfactory to the Trustees. The term of office of any Successor Trustee appointed during an unexpired term of his predecessor Trustee shall be the remainder of that unexpired term. Both the designation and acceptance shall be filed with the Executive Director of the Fund.

Sec. 8. Limitation of Liability of Trustees - No Trustee shall be liable or responsible for any acts or defaults of any co-Trustee, any other fiduciary, any party-in-interest or any other person except in accordance with applicable law.

Sec. 9. Office of the Fund - The sole and principal office of the Fund shall be in Rosemont, Illinois, for the transaction of business of the Fund, the exact location of which is to be made known to the parties interested in such Fund. At such office, and at such other places as may be required by law, there shall be maintained all, or any of, the books and records pertaining to the Fund and its administration.

Sec. 10. No One is Agent Without Written Authority - No individual or person may act as agent for the Fund unless specifically authorized in writing by the Trustees. No Employer or Union nor any representative of any Employer or Union, in such capacity, is authorized to interpret the Pension Plan, nor can any such person act as agent of the Trustees. Only the Board of Trustees is authorized to interpret the Pension Plan within the scope of its authority.

ARTICLE III
CONTRIBUTIONS AND COLLECTIONS

Sec. 1. Amount of Contributions - Each Employer shall remit continuing and prompt contributions to the Trust Fund as required by the applicable collective bargaining agreement to which the Employer is a party, applicable law and all rules and requirements for participation by Employers in the Fund as established and interpreted by the Trustees in accordance with their authority. The Trustees are authorized to reject any collective bargaining agreement, participation agreement and/or terminate the participation of an Employer (and all contributions from the Employer) whenever they determine either that the agreement is unlawful and/or inconsistent with any rule or requirement for participation by Employers in the Fund and/or that the Employer is engaged in one or more practices or arrangements that threaten to cause economic harm to, and/or impairment of the actuarial soundness of, the Fund (including but not limited to any arrangement in which the Employer is obligated to make contributions to the Trust Fund on behalf of some but not all of the Employer's bargaining unit employees, and any arrangement in which the Employer is obligated to make contributions to the Trust Fund at different contribution rates for different groups of the Employer's bargaining unit employees). Any such rejection and/or termination by the Trustees of a collective bargaining agreement shall be effective as of the date determined by the Trustees (which effective date may be retroactive to the initial date of the term of the rejected agreement) and shall result in the termination of the Employer and all Employees of the Employer from further participation in the Fund on and after such effective date. Upon execution of each new or successive collective bargaining agreement, including but not limited to interim agreements and memoranda of understanding between the parties, each Employer shall promptly submit such contract by certified mail to the:

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938.

Any agreement or understanding between the parties that in any way alters or affects the Employer's contribution obligation as set forth in the collective bargaining agreement shall be submitted promptly to the Fund in the same manner as the collective bargaining agreement; any such agreement or understanding between the parties that has not been disclosed to the Fund as required by this paragraph shall not be binding on the Trustees and shall not affect the terms of the collective bargaining agreement which alone shall be enforceable. Except as provided in this Section, Section 7(b) of Article III and Section 20 of Article IV, the obligation to make such contributions shall continue (and cannot be retroactively reduced or eliminated) after termination of the collective bargaining agreement until the date the Fund receives a) a signed contract that eliminates or reduces the duty to contribute to the Fund or b) written notification that the Employer has lawfully implemented a proposal to withdraw from the Fund or reduce its contributions at the above-specified address. The obligation to make such contributions shall continue during periods when the collective bargaining agreement is being negotiated, but such contributions shall not be required in case of strike after contract termination, unless the parties mutually agree otherwise.

Sec. 2. Time of Payment - The Trustees shall, by regulation, fix the time for payment of contributions and shall send a copy of such regulations to each Employer required to contribute.

Sec. 3. Receipt of Payment and Other Property of Trust - The Trustees are hereby designated as the persons to receive the payments heretofore or hereafter made by the Employers to the Trust Fund, and the Trustees are hereby vested with all right, title and interest in and to such moneys and all interest accrued thereon, and are authorized to receive and be paid the same. The Trustees agree to receive all such payments, deposits, moneys, insurance and annuity contracts, and other assets and properties described or referred to in Article II and this Article, and to hold same in Trust hereunder for the uses and purposes of the Trust herein created.

Sec. 4. Collections and Enforcement of Payment - The Trustees, or such committee of the Trustees as the Board of Trustees shall appoint, or the Executive Director when directed by such committee or by the Trustees, shall have the power to demand and collect the contributions of the Employers to the Fund. Said Board of Trustees shall take such steps, including the institution and prosecution of, and intervention in, any legal proceedings as the Trustees in their discretion deem in the best interest of the Fund to effectuate the collection or preservation of contributions or other amounts which may be owed to the Trust Fund, without

prejudice, however, to the rights of the Union to take whatever steps which may be deemed necessary for such purpose. The Trustees are authorized to receive all Employer Contributions and apply such contributions in the best interest of the Fund. Nothing herein shall give any Employer the right to designate how any contributions shall be applied.

Sec. 5. Production of Records - Each Employer shall promptly furnish to the Trustees, upon reasonable demand, the names and current addresses of its Employees, their Social Security numbers, the hours worked by each Employee and past industry employment history in its files and such other information as the Trustees may reasonably require in connection with the administration of the Trust. The Trustees may, by their representatives, examine the pertinent records of each Employer at the Employer's place of business whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the Trust. All Employers shall annually furnish to the Trustees, if requested by them, a statement showing whether:

(a) the organization is a corporation and the names of all of its officers;

(b) if not a corporation, a certificate stating that it is either a partnership or an individual proprietorship and the names of the partners or the name of the individual proprietor.

The Union will comply with any reasonable request of the Trustees to examine those records of the Union which may indicate the employment record of any Employee whose status is in dispute.

Sec. 6. Whenever the Trustees exercise their authority to reject a collective bargaining agreement, participation agreement and/or terminate the participation of an Employer and effect the termination of the Employer and all Employees of the Employer from further participation in the Fund on and after an effective date determined by the Trustees, and there is related litigation to which the Trustees (or any of the Trustees) and/or the Fund and the Employer are parties (regardless of which entity or entities commenced the litigation), the Trustees and the Fund, at the conclusion of the litigation by judgment or settlement (except by a judgment that in effect invalidates the Trustees' rejection of the collective bargaining agreement, participation agreement and/or termination of participation), shall be entitled to recover from the Employer a payment in the amount of the attorneys' fees and litigation costs incurred by the Trustees and/or the Fund in the course of the litigation. In addition, the Employer shall be liable for any attorneys’ fees and costs in any litigation or arbitration filed by the Fund or filed by or initiated by the Employer (including declaratory judgment actions) in which the Fund prevails, including but not limited to suits or arbitrations relating to withdrawal liability, delinquent contribution payments or contribution refunds, audit demands and any retaliation claims

(including retaliation claims under §510 of ERISA). The duty imposed upon an Employer to pay fees and costs applies to a declaratory judgment action as well as a suit brought by an Employer that is dismissed for any reason with or without prejudice including cases dismissed for improper venue or lack of subject matter or personal jurisdiction.

Sec. 7.

(a) An Employer is obliged to contribute to the Fund for the entire term of any collective bargaining agreement accepted by the Fund on the terms stated in that collective bargaining agreement, except as provided in subpart (b) of this Section 7 and Section 20 of Article IV of this Agreement.

(b) An Employer's obligation to contribute to the Fund will immediately cease in the event the Union loses its status as bargaining representative of the employee through an NLRB election or valid disclaimer of interest by the Union. In the event the Union loses its representative status through an NLRB election, the duty to contribute shall cease on the day the election results are certified by the NLRB. This provision shall supersede any contrary provision in any agreement, including any collective bargaining agreement, participation agreement, this Agreement and the certification clause of the Fund's billing forms.

Sec. 8. The remedy of the termination of an Employer's participation set forth in Article III, Section 1 and Article IV, Section 20 is not the Fund's exclusive remedy in the event of a violation of the Fund's adverse selection rule. The Fund shall also be entitled to collect additional contributions from an Employer that violates the Fund's adverse selection rule in an amount equal to the contributions that would have been paid to the Fund but for the adverse selection rule violation. The contributions paid under this section shall be treated as contributions required to be made for the purposes of computing withdrawal liability under 29 U.S.C. §§ 1381-1451 and contribution base units on any contributions paid under this section shall be calculated by dividing the amount paid under this section by the applicable contribution rate.

ARTICLE IV
POWERS AND DUTIES OF TRUSTEES

Sec. 1. The Trustees shall have authority to control and manage the operation and administration of the Trust in accordance with applicable law.

Sec. 2. The Trustees shall hold, manage, care for, and protect the Trust Fund and collect the income therefrom and contributions thereto, except to the extent that any of these

functions or responsibilities are assigned to another entity or entities pursuant to any provision of this Article.

Sec. 3.

(a) The Trustees appoint Northern Trust Global Advisors, Inc. (hereinafter identified as "Northern Trust") as a Named Fiduciary of the Fund as defined in Section 402 of the Employee Retirement Income Security Act of 1974, with such rights, powers, authority, duties and responsibilities as are stated in an agreement with such Named Fiduciary (hereinafter identified as a "Named Fiduciary Agreement"), an agreement which was entered by the Trustees with Northern Trust as of April 1, 2005, and as are stated in a Consent Decree (hereinafter identified as "the Consent Decree") entered September 22, 1982, as that agreement and the Consent Decree were heretofore and are hereafter amended. The appointment of Northern Trust as a Named Fiduciary of the Fund shall remain effective until termination or resignation in accordance with the Named Fiduciary Agreement to which Northern Trust is a party.

(b) Assets of the Fund, in addition to those assets for which Northern Trust is responsible as a Named Fiduciary of the Fund, shall include assets allocated to and managed in the Passive Fixed-Income Index Account ("Passive Fixed-Income Index Account") established and maintained in accordance with Section II.E. of the Consent Decree as amended effective June 1, 2003, in the Passive Equity Index Account ("Passive Equity Index Account") established and maintained in accordance with Section II.F. of the Consent Decree as amended effective November 20, 2007 and in the Passive EAFE Index Account established and maintained in accordance with Section II.G. of the Consent Decree, as amended effective June 25, 2010 (collectively the "Index Accounts"). All assets of the Fund in the Index Accounts shall be managed by one or more investment managers, as defined in Section 3(38) of the Employee Retirement Income Security Act of 1974, each such investment manager to be appointed by the Trustees upon court approval of the appointment.

(c) Each investment manager appointed by Northern Trust in its capacity as a Named Fiduciary of the Fund, and each investment manager for the Index Accounts appointed by the Trustees upon court approval of the appointment, shall have the power and authority, in its sole discretion, to invest and reinvest the principal and income of the Trust Fund, delegated to it for management, in such securities, common and preferred stock, mortgages, notes, real estate or other property as shall be permissible investments in accordance with applicable law and agreements, including the specific terms and

conditions of its agreement as an investment manager of the Fund, and may sell or otherwise dispose of such securities or property at any time and from time to time as it determines to be in accordance with its fiduciary obligations.

(d) With respect to all assets of the Fund, except those assets which are then subject to the exercise by Northern Trust of its rights, powers, authority, duties and responsibilities as a Named Fiduciary of the Fund, and except those assets which are then managed in the Index Accounts, the Trustees shall have the power, in their sole discretion, to invest and reinvest all or any part of the Trust Fund in such securities and other property as shall be permissible investments by them in accordance with applicable law, and may sell or otherwise dispose of such securities or other property at any time and from time to time as they determine to be in accordance with their fiduciary obligations.

(e) The overall investment policy objective of the Fund is to invest and manage the assets of the Trust Fund in a prudent and conservative yet productive manner, in order to enhance the ability of the Fund to meet its obligations to participants and beneficiaries. Subject to the overall investment policy objective of the Fund, Northern Trust shall develop the short-term and long-term investment objectives and policies of the Fund for the assets of the Fund for which it is responsible, in accordance with the Consent Decree, after consultation with the Trustees and with appropriate regard for the actuarial requirements of the Fund. The investment policy statement for the Index Accounts will be established by the Trustees upon approval by the court.

(f) Northern Trust shall have the power and authority, in its sole discretion, to invest and reinvest all or any part of the assets of the Trust Fund for which it is responsible in the following group trust, selected and designated by it and maintained as a domestic trust in the United States: Barclays Global Investors, N.A. Investment Funds for Employee Benefit Trusts, which is maintained by Barclays Global Investors, N.A. To the extent Northern Trust invests any part of the Trust Fund in that group trust, the group trust is and will be adopted as part of the Fund and the trust instrument of such group trust and any amendments of that instrument are and will be incorporated in this Agreement, provided that such trust is and continues to be a tax-exempt organization under Section 501(a) of the Internal Revenue Code.

Sec. 4. With respect to all assets of the Fund, except those assets which are then subject to the exercise by Northern Trust of

its rights, powers, authority, duties and responsibilities as a Named Fiduciary of the Fund, and except those assets which are then managed in the Index Accounts, any part of the Trust Fund which is not invested shall be deposited by the Trustees in such depository or depositories as the Trustees shall from time to time select and any such deposit or deposits, or disbursements therefrom, shall be made in the name of the Trust in the manner designated by the Trustees and upon the signature(s) designated by the Trustees.

Sec. 5. The Trustees shall keep true and accurate books of account and a record of all their transactions.

Sec. 6. The Trustees shall engage one or more independent qualified public accountants and enrolled actuaries to perform all services required by and in accordance with applicable law and such other services as the Trustees deem necessary.

Sec. 7. The Trustees, to the extent permitted by applicable law, shall incur no liability in acting upon any instrument, application, notice, request, signed letter, telegram, or other paper or document believed by them to be genuine and to contain a true statement of facts, and to be signed by the proper person.

Sec. 8. Any Trustee, to the extent permitted by applicable law, may rely upon any instrument in writing purporting to have been signed by a majority of the Trustees as conclusive evidence of the fact that a majority of the Trustees have taken the action stated to have been taken in such instrument.

Sec. 9. The Trustees are hereby authorized to formulate and promulgate any and all necessary rules and regulations which they deem necessary or desirable to facilitate the proper administration of the Trust, provided the same are not inconsistent with the terms of the Agreement, and the Articles in the Central States, Southeast and Southwest Areas Agreements creating the Pension Fund. All rules and regulations adopted by action of the Trustees for the administration of the Trust Fund shall be binding upon all parties hereto, all parties dealing with the Trust, and all persons claiming any benefits hereunder. The Trustees are vested with discretionary and final authority in adopting rules and regulations for the administration of the Trust Fund.

Sec. 10. Any Successor Trustee appointed in accordance with the provisions of this Agreement, upon accepting in writing the terms of this Trust, in a form satisfactory to the Trustees, shall be vested with all of the rights, powers and duties of his predecessor.

Sec. 11.

(a) The Trustees may assign, from time to time, various administrative matters to such committees and subcommittees of Trustees, or to such other individuals or organizations, as they may deem necessary or appropriate in their sole discretion. The Trustees may also assign and delegate, from time to time, specified trustee responsibilities to committees and subcommittees of Trustees, as they deem necessary or appropriate in their sole discretion. Committees and subcommittees of Trustees shall consist of an equal number of Employer and Employee Trustees.

(b) The Trustees may establish a Public Advisory Board consisting of four (4) persons, two (2) to be designated by a majority of the Employer Trustees and two (2) to be designated by a majority of the Employee Trustees. Such Public Advisory Board, if established, shall act solely in an advisory and consultant capacity and shall not have or exercise any fiduciary powers, responsibilities or duties. None of the members of said Board, individually or collectively, shall have or exercise any discretionary authority or discretionary control respecting management of the Fund, or have or exercise any authority or control respecting management or disposition of any assets of the Fund, or render any investment advice for any fee or other consideration, or have or exercise any discretionary authority or discretionary responsibility in the administration of the Fund. The Trustees shall establish procedures for submission of matters to the Public Advisory Board, if established, for advice and consultation by said Board. Any payment of compensation and expenses for members of said Board shall be determined by the Trustees.

(c) The Trustees shall appoint an Executive Director, who shall, subject to the directions of the Trustees with respect thereto, be responsible to the Trustees and/or any committee thereof for coordinating the administration of the Fund's assets, office and personnel, for the coordination and administration of accounting and actuarial services, for the preparation of all reports and other documents required to be filed or issued in accordance with law, for the performance of ministerial duties in conformance therewith, and for such other duties duly assigned to him by action of the Trustees. The Executive Director shall be the custodian of the documents and other records of the Fund. To the extent this subsection is contrary to or inconsistent with a Named Fiduciary Agreement, in its description of authority and responsibilities of the Executive Director, this subsection shall be inapplicable.

(d) There shall exist an internal audit division of the Fund, for review of administrative expenditures, benefit disbursements and the allocation of income between investments, administration and benefits, and for such other responsibilities as may be assigned by the Executive Director.

Sec. 12. No party dealing with the Trustees shall be obligated:

(a) to see the application to the trust purposes, herein stated, of any money or property belonging to the Trust Fund, or

(b) to see that the terms of this Agreement have been complied with, or

(c) to inquire into the necessity or expediency of any act of the Trustees.

Every instrument executed by the Trustees shall be conclusive evidence in favor of every person relying thereon:

(1) that at the time of the delivery of said instrument the Trust was in full force and effect,

(2) that the instrument was executed in accordance with the terms and conditions of this Agreement, and

(3) that the Trustees were duly authorized and empowered to execute the instrument.

Sec. 13. The Trustees shall, by regulation, establish rules relating to payments of contributions by Employers for Employees during periods of such Employees' illness or disability and related matters but not contrary to applicable collective bargaining agreements.

Sec. 14. The Trustees are hereby empowered, in addition to such other powers as are set forth herein or conferred by law:

(a) To enter into any and all contracts and agreements for carrying out the terms of this Agreement and Declaration of Trust and for the administration of the Trust Fund, and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the parties hereto and on the Employees involved.

(b) To keep property and securities registered in the names of the Trustees or in the name of any other individual or entity duly designated by the Trustees.

(c) To establish and accumulate as part of the Trust Fund a reserve or reserves, adequate, in the opinion of the Trustees and in accordance with applicable law, to carry out the purposes of such Trust.

(d) To pay out of the funds of the Trust all real and personal property taxes, income taxes, and other taxes of any and all kinds levied or assessed under existing or future laws upon or in respect to the Trust Fund, or any money, property, or securities forming a part thereof.

(e) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder.

(f) To sell, exchange, lease, convey, mortgage or dispose of any property, whether real or personal, at any time forming a part of the Trust Fund upon such terms as they may deem proper, and to execute and deliver any and all instruments of conveyance, lease, mortgage and transfer in connection therewith, except that the powers enumerated in this subsection shall not be exercisable by the Trustees with respect to those assets of the Fund as are then subject to the exercise by Northern Trust of its rights, powers, authority, duties and responsibilities as a Named Fiduciary of the Fund, or those assets which are then managed in the Index Accounts.

Sec. 15. The Trustees shall be entitled to receive reasonable compensation for services rendered, and the reimbursement of expenses properly and actually incurred, in the performance of their duties to the Fund; except that no Trustee who already receives full-time pay from an Employer or an association of Employers or from the Union shall receive compensation from the Fund, except for reimbursement of expenses properly and actually incurred.

Sec. 16. The Trustees shall use and apply the Trust Fund for the following purposes:

(a) To pay or provide for -

(1) the payment of all reasonable and necessary expenses of collecting the contributions and administering the affairs of this Trust, including the employment of such administrative, legal, actuarial, expert, and clerical assistance as may be reasonably necessary,

(2) the purchasing, owning or leasing of such premises as may be necessary for the operation of the affairs of the Trust, and

(3) the purchase or leasing of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate to the performance of their duties.

(b) To pay or provide for the payment of retirement and related benefits to eligible Employees in accordance with the terms, provisions and conditions of the Pension Plan to be formulated and agreed upon hereunder by the Trustees.

Sec. 17. The Trustees, by majority action, shall have the power to construe the provisions of this Agreement and the terms and regulations of the Pension Plan; and any construction adopted by the Trustees in good faith shall be binding upon the Union, Employees and Employers. The Trustees are vested with discretionary and final authority in construing plan documents of the Pension Fund.

Sec. 18. The Trustees, by resolution, shall provide for fidelity bonds, in such amounts as they may determine, for their employees and for the Trustees, the cost of which shall be paid by the Fund. The Trustees may purchase insurance coverage to protect the Fund from liability arising out of any error or omission of any Trustee or employee of the Trust, in accordance with applicable law, the cost of which policy shall be paid by the Fund.

Sec. 19. The Trustees shall provide participants and beneficiaries such information as is required by law.

Sec. 20. The Trustees are authorized to reject any collective bargaining agreement, participation agreement and/or terminate the participation of an Employer (and all contributions from the Employer) whenever they determine either that the agreement is unlawful and/or inconsistent with any rule or requirement for participation by Employers in the Fund and/or that the Employer is engaged in one or more practices or arrangements that threaten to cause economic harm to, and/or impairment of the actuarial soundness of, the Fund (including but not limited to any arrangement in which the Employer is obligated to make contributions to the Trust Fund on behalf of some but not all of the Employer's bargaining unit employees, and any arrangement in which the Employer is obligated to make contributions to the Trust Fund at different contribution rates for different groups of the Employer's bargaining unit employees). Any such rejection and/or termination by the Trustees of a collective bargaining agreement shall be effective as of the date determined by the Trustees (which effective date may be retroactive to the initial date of the term of the rejected agreement) and shall result in the termination of the Employer and all Employees of the Employer from further participation in the Fund on and after such effective date.

ARTICLE V
CONTROVERSIES AND DISPUTES

Sec. 1. In any controversy, claim, demand, suit at law, or other proceeding between any participant, beneficiary, or any other person and the Trustees, the Trustees shall be entitled to rely upon any facts appearing in the records of the Trustees, any instruments on file with the Trustees, with the Union or with the Employers, any facts certified to the Trustees by the Union or the Employers, any facts which are of public record, and any other evidence pertinent to the issue involved.

Sec. 2. All questions or controversies, of whatsoever character, arising in any manner or between any parties or persons in connection with the Fund or the operation thereof, whether as to any claim for any benefits preferred by any participant, beneficiary, or any other person, or whether as to the construction of the language or meaning of the rules and regulations adopted by the Trustees or of this instrument, or as to any writing, decision, instrument or accounts in connection with the operation of the Trust Fund or otherwise, shall be submitted to the Trustees, or to a committee of Trustees, and the decision of the Trustees or of such committee thereof shall be binding upon all parties or persons dealing with the Fund or claiming any benefit thereunder. The Trustees are vested with discretionary and final authority in making all such decisions, including Trustee decisions upon claims for benefits by participants and beneficiaries of the Pension Fund and other claimants, and including Trustee decisions construing plan documents of the Pension Fund. To the extent this section is contrary to or inconsistent with a Named Fiduciary Agreement, this section shall be inapplicable.

Sec. 3. The Trustees may, in their sole discretion, compromise or settle any claim or controversy in such manner as they think best, and any decision made by the Trustees in compromise or settlement of a claim or controversy, or any compromise or settlement agreement entered into by the Trustees, shall be conclusive and binding on all parties interested in this Trust. To the extent this section is contrary to or inconsistent with a Named Fiduciary Agreement, this section shall be inapplicable.

ARTICLE VI
OPERATION OF BOARD OF TRUSTEES

Sec. 1. Officers - The Board of Trustees shall at each meeting designate a presiding Chairman. The Chairmanship shall be rotated between the Employee Trustees and the Employer Trustees.

Sec. 2. Quorum - A quorum of the Trustees for the transaction of business, except as otherwise specifically provided herein, shall consist of at least four Trustees, two of whom shall be representative of the Employers and two of whom shall be

representative of the Employees. A quorum of a committee shall consist of a majority of the members thereof. Upon each matter voted upon at any meeting of the Trustees, the Employee Trustees and the Employer Trustees shall each have the same number of votes based upon the larger number of Employee or Employer Trustees in attendance, as the case may be; provided, however, that the vote or votes cast by each such Trustee shall be cast as an individual Trustee and not as a part of a block. All actions of the Trustees at meetings shall be by majority vote of those present and voting, a quorum being present. No Trustee may vote by proxy.

Sec. 3. Records of Trustee Action - The Trustees shall make and maintain a record of the actions of the Trustees taken at any meeting thereof. Any action, which may be taken at a meeting of the Trustees, may be taken without a meeting of the Trustees if a consent in writing, setting forth the action so taken, should be distributed to all of the Trustees and should be signed by five of the Trustees, said written consent evidencing the substance of the action of the Trustees so taken.

Sec. 4. Reports - All reports required by law to be signed by one or more Trustees shall be signed by all of the Trustees, provided that all of the Trustees may appoint in writing one or more of their number to sign such report on behalf of the Trustees.

Sec. 5. Power to Act in Case of Vacancy - No vacancy or vacancies in the Board of Trustees shall impair the power of the remaining Trustees, acting in the manner provided by this Agreement, to administer the affairs of the Trust notwithstanding the existence of such vacancy or vacancies.

Sec. 6. Expenses - All proper and necessary expenses incurred by any former or incumbent Trustee, including costs of defense in litigation arising out of the Trusteeship of this Fund, and also including costs incurred by any former or incumbent Trustee in providing testimony or information about administration of this Fund in any investigation, trial or other proceeding, shall be paid out of the Trust Fund, as a matter of right of any such former or incumbent Trustee, to the extent permitted by applicable law. As used in the preceding sentence, the term "costs" includes, but is not limited to, reasonable attorneys' fees.

Sec. 7. Meetings - Regular meetings of the Board of Trustees shall be held in the months of January, March, May, July, September and November on such days as the Trustees determine. Any two (2) Trustees may request a meeting of the Trustees at any time by notifying the Executive Director, who shall arrange the time and place thereof. Written notices of meetings may be delivered in person, by mail, or by telegram. Meetings of the Trustees may also be held at any time without notice if all the Trustees consent thereto.

ARTICLE VII
ESTABLISHMENT OF PENSION PLAN

Sec. 1. Formulation of Plan - The Trustees shall formulate a Pension Plan for the payment of such retirement pension benefits, permanent disability pension benefits, death benefits, and related benefits, as are feasible. Such Pension Plan shall at all times comply with all applicable federal statutes and regulations and with the provisions of this Trust Agreement. The Trustees shall not be under any obligation to pay any pension if the payment of such pension will result in loss of the Fund's tax-exempt status under the then applicable Internal Revenue Code and any regulations or rulings issued pursuant thereto. The Trustees shall draft procedures, regulations, and conditions for the operation of the Pension Plan, including, by way of illustration and not limitation: conditions of eligibility for covered Employees, procedures for claiming benefits, schedules of type and amount of benefits to be paid, and procedures for the distribution of benefits. The Trustees may also provide for the payment of partial pensions, and may enter into agreements with trustees of other pension plans which conform to the applicable sections of the then applicable Internal Revenue Code for purposes of tax deductions, for the reciprocal recognition of service credits and payments of pension benefits based upon such service credits.

Sec. 2. Amendment of Plan - The Pension Plan may be amended by the Trustees from time to time, provided that such amendments comply with the applicable sections of the then applicable Internal Revenue Code, all applicable federal statutes and regulations, the contract articles creating the Pension Fund, and the purposes set forth in this Agreement. Additionally and not by way of limitation, the Trustees may amend the Pension Plan, in future, or retroactively, where they deem it necessary to maintain the continuation of the Fund's tax-exempt status or to preserve compliance with the then applicable Internal Revenue Code, applicable federal statutes, and any regulations or rulings issued with respect thereto. A copy of each amendment of the Pension Plan shall be adopted and filed by the Trustees as part of the records and minutes of the Trustees, and one copy thereof shall be distributed to the Union and to each Employer or Employer group signatory to this Trust Agreement.

ARTICLE VIII
SPENDTHRIFT CLAUSE

All benefit payments to participants or beneficiaries, if and when such payments shall become due, shall, except as to persons under legal disability, or as provided in this section and in Article IX, be paid to such participants or beneficiaries in person and shall not be grantable, transferable, or otherwise assignable in anticipation of payment thereof, in whole or in part, by the voluntary or involuntary acts of any such participants or beneficiaries, or by operation of law, and shall not be liable or

taken for any obligation of such participants or beneficiaries. Upon receipt of written direction from any eligible recipient of monthly benefit payments, the Pension Fund will participate in an arrangement to make deductions from each monthly benefit payment, as authorized and directed by the recipient, and to transfer the amount of each such deduction to the Central States, Southeast and Southwest Areas Health and Welfare Fund as the recipient's monthly contribution to retain eligibility for coverage pursuant to the retiree benefit plan established by that fund. This deduction-transfer arrangement is effective commencing October 1, 1988 and will continue, relative to each such recipient who authorizes and directs it, until the Pension Fund receives the recipient's written cancellation of such authority and direction (or the earlier termination of benefits). Any authority and direction to the Pension Fund by a recipient of monthly benefit payments, to make such deductions and transfers, is revocable at any time by the recipient.

ARTICLE IX
PAYMENTS TO PERSONS UNDER LEGAL DISABILITY

In case any benefit payments hereunder become payable to a person under legal disability, or to a person not adjudicated incompetent but, by reason of mental or physical disability, in the opinion of the Trustees, is unable to administer properly such payments, then such payments may be paid out by the Trustees for the benefit of such person in such of the following ways as they think best, and the Trustees shall have no duty or obligation to see that the payments are used or applied for the purpose or purposes for which paid:

(a) directly to any such person;

(b) to the legally appointed guardian or conservator of such person;

(c) to any spouse, parent, brother, or sister of such person for his welfare, support and maintenance;

(d) by the Trustees using such payments directly for the support, maintenance and welfare of any such person.

ARTICLE X
AMENDMENT OF AGREEMENT

It is anticipated that in the administration of this Trust conditions may arise that are not foreseen at the time of the execution of this Agreement, and it is the intention of the parties that the power of amendment, which is hereinafter given, be exercised in order to carry out the provisions of this Trust, among which is to pay the largest benefits possible, which are consistent with the number of participants becoming and likely to become

eligible for such payments, the amounts of funds which are available and which will probably become available, and the following of sound actuarial practice. Therefore, the power is given to the Trustees to amend this Agreement by majority vote, at any time and from time to time, and all parties to the Trust, and all persons claiming an interest thereunder, shall be bound thereby, and no participant, Employee member, beneficiary, or any other person shall have any vested interest or right in the Trust Fund or in any payment from the Trust Fund, except as provided by law. The Trustees have full authority to amend, repeal, add to, or take away any right of payment, retroactively or otherwise, that they deem proper for the preservation of this Trust; provided, however, in no event shall the Trust Fund be used for any purpose other than the purposes set forth in this Trust Agreement, and for the purposes of paying the necessary expenses incurred in the administration of this Trust. All amendments to this Agreement shall comply with applicable sections of the Internal Revenue Code, other applicable federal statutes and the Contract Articles creating the Pension Fund.

ARTICLE XI
TERMINATION OF TRUST

Sec. 1. This Trust shall cease and terminate upon the happening of any one or more of the following events:

(a) In the event the Trust Fund shall be, in the opinion of the Trustees, inadequate to carry out the intent and purposes of this Agreement, or to meet the payments due or to become due under this Agreement to persons already drawing benefits.

(b) In the event there are no individuals living who can qualify as Employees hereunder.

Sec. 2. In the event this Trust shall terminate for any of the reasons set forth in Section 1 of this Article XI, the Trustees shall allocate the Trust Fund among participants and beneficiaries of the Pension Plan in the following order:

(a) First, to that portion of each individual's accrued benefit which is derived from the participant's contributions to the Pension Plan.

(b) Second, in the case of benefits payable as an annuity -

(1) In the case of the benefit of a participant or beneficiary which was in pay status as of the beginning of the 3-year period ending on the termination date of the Pension Plan, to each such benefit based on the provisions of the Pension Plan (as in effect during the 5-year period ending

on such date) under which such benefit would be the least.

(2) In the case of a participant's or beneficiary's benefit which would have been in pay status as of the beginning of the 3-year period ending on the termination date of the Pension Plan if the participant had retired prior to the beginning of the 3-year period and if his benefits had commenced (in the normal form of an annuity under the Pension Plan) as of the beginning of such period, to each such benefit based on the provisions of the Pension Plan (as in effect during the 5-year period ending on such date) under which such benefit would be the least.

For the purpose of subparagraph (1) the lowest benefit in pay status during a 3-year period shall be considered the benefit in pay status for such period.

(c) Third, to all other nonforfeitable benefits (other than benefits becoming nonforfeitable solely on account of termination of the Pension Plan) subject to the limitation that such nonforfeitable benefits shall not have an actuarial value which exceeds the actuarial value of a monthly benefit in the form of a life annuity commencing at age 65 equal to the lesser of -

(1) his average monthly gross income from his Employer during the 5 consecutive calendar year period during which his gross income from that Employer was greater than during any other such period with that Employer, or

(2) $750 multiplied by a fraction, the numerator of which is the contribution and benefit base (determined under Section 230 of the Social Security Act) in effect at the time the Pension Plan terminates and the denominator of which is such contribution and benefit base in effect in calendar year 1974.

(d) Fourth, to all other nonforfeitable benefits under the Pension Plan.

(e) Fifth, to all other benefits under the Pension Plan.

(f) If the assets available for allocation under any priority category (other than 2 (d) and 2 (e) above) are insufficient to satisfy in full the benefits of all individuals, the assets shall be allocated pro rata among such individuals on the basis of the present value as of the termination date of their respective benefits. To the extent funded, the rights of all participants to

benefits accrued as of the date of termination are nonforfeitable.

ARTICLE XII
EXTENSION OF PLAN

Sec. 1. Extension of Trust - The Trustees are authorized to extend the coverage of this Agreement and Trust to such other Employers and Employees as the Trustees shall agree upon, provided such Employers and Employees are required to conform to the terms and conditions of this Trust and to make the same rate of payments required of the Employers herein, for the same benefits.

Sec. 2. Reciprocity Agreements - The Trustees shall be authorized to enter into reciprocity agreements with other labor organizations and other pension funds in which such labor organizations participate.

Sec. 3. Merger - The Trustees shall have the power to merge with any other fund established for similar purposes as this Fund, under terms and conditions mutually agreeable to the respective Boards of Trustees. No participant's or beneficiary's accrued benefit will be lower immediately after the effective date of any such merger than the benefit immediately before that date.

ARTICLE XIII
VESTING OF RIGHTS

The Trustees shall establish standards for the vesting of benefits which conform to no less than the minimum standards required by law. No Employee or other person shall have any vested interest or right in the Trust Fund except as provided by the Trustees in conformance with applicable law.

ARTICLE XIV
MISCELLANEOUS

Sec. 1. The Trustees will issue a credit for contributions that have been billed to an Employer if (1) the related work history was reported by mistake of fact or law (other than a mistake about plan qualification or tax-exempt status pursuant to the Internal Revenue Code) as determined by the Trustees and (2) the request for credit is received within ten years after the related work history was billed. If an Employer no longer has an obligation to contribute to the Fund and has satisfied his withdrawal liability assessment, the Trustees will refund contributions paid by an Employer to the Trust if (1) such contributions were made by a mistake of fact or law (other than a mistake about plan qualification or tax-exempt status pursuant to the Internal Revenue Code) as determined by the Trustees and (2) application therefor is received within ten years after payment of

the contributions. An Employer shall not have a right to a refund of contributions made more than ten years prior to his application therefor. The amount to be returned to the Employer, by credit or refund, is the excess of the amount contributed or paid over the amount that would have been contributed or paid had no mistake been made (this amount is the excess contribution or overpayment). Interest or earnings attributable to an excess contribution shall not be returned to the Employer, and any losses attributable to an excess contribution must reduce the amount returned to the Employer. For purposes of the previous sentence, plan-wide investment experience may be applied to the excess contribution in calculating losses. In no event shall Employers, directly or indirectly, participate in the disposition of the Trust Fund or receive any benefits from the Trust Fund.

Sec. 2. The Union or the Employer may, at any time, demand of the Trustees an accounting with respect to any and all accounts upon agreement to pay necessary expenses thereof. The Trustees shall be entitled, at any time, to have a judicial settlement of their accounts and judicial determination of any questions in connection with the administration or distribution thereof. Any Trustee who has resigned, been removed from office, or not been reappointed shall execute all instruments necessary to transfer the Trust Fund.

Sec. 3. In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Trustees may withhold such payment until an adjudication of such question or dispute, satisfactory to the Trustees, in their sole discretion, shall have been made, or the Trustees shall have been adequately indemnified against loss to their satisfaction.

Sec. 4. Non-payment by an Employer of any moneys due shall not relieve any other Employer from its obligation to make payment. In addition to any other remedies to which the parties may be entitled, an Employer shall be obligated to pay interest on any contributions, withdrawal liability and/or other moneys due to the Trustees from the date when the payment was due to the date when the payment is made, together with all expenses of collection incurred by the Trustees, including, but not limited to, attorneys' fees and such fees for late payment as the Trustees determine and as permitted by law. The interest payable by an Employer with respect to past due contributions and/or other money (other than withdrawal liability) prior to the entry of a judgment, shall be computed and charged to the Employer (a) at an annualized interest rate equal to two percent (2%) plus the prime interest rate established by JPMorgan Chase Bank, NA for the fifteenth (15th) day of the month for which the interest is charged, *or* (b) at an annualized interest rate of 7.5% (whichever is greater). The pre-judgment interest payable by an employer with respect to past due withdrawal liability shall be computed and charged to the Employer at an annualized interest rate equal to two percent (2%) plus the prime interest rate established by JPMorgan Chase Bank, NA for the

fifteenth (15th) day of the month for which the interest is charged. Any judgment against an Employer for contributions and/or withdrawal liability owed to this Fund shall include the greater of (a) a doubling of the interest computed and charged in accordance with this section or (b) single interest computed and charged in accordance with this section plus liquidated damages in the amount of 20% of the unpaid contributions and/or withdrawal liability. The interest rate after entry of a judgment against an Employer for contributions and/or other amounts due (other than withdrawal liability) shall be due from the date the judgment is entered until the date of payment, shall be computed and charged to the Employer on the entire judgment balance (a) at an annualized interest rate equal to two percent (2%) plus the prime interest rate established by JPMorgan Chase Bank, NA for the fifteenth (15th) day of the month for which the interest is charged, *or* (b) at an annualized interest rate of 7.5% (whichever is greater), and such interest shall be compounded annually. The interest rate after entry of a judgment against an employer for withdrawal liability shall be due from the date the judgment is entered until the date of payment, shall be computed and charged to the Employer on the entire judgment balance at an annualized interest rate equal to two percent (2%) plus the prime interest rate established by JPMorgan Chase Bank, NA for the fifteenth (15th) day of the month for which the interest is charged, and such interest shall be compounded annually.

Sec. 5. Where used in this Agreement, words in the masculine shall be read and construed as in the feminine, and words in the singular shall be read and construed as though used in the plural, in all cases where such construction would so apply.

Sec. 6. The Article titles are included solely for convenience and shall, in no event, be construed to affect or modify any part of the provisions of this Agreement or be construed as part thereof.

Sec. 7. This Agreement shall in all respects be construed according to and governed by the laws of the State of Illinois, including but not limited to the laws applicable to the rate of interest in the State of Illinois, except as such laws may be preempted by the laws and regulations of the United States. In all actions taken by the Trustees to enforce the terms of this Trust Agreement, including but not limited to actions to collect delinquent contributions from employers or to conduct audits of contributing employers' records as authorized by Article III of this Agreement, the ten-year Statute of Limitations applicable to actions on written contracts in the State of Illinois shall apply, provided that the limitations period for any such action shall not begin to accrue until the date upon which the Trustees and the Fund receive actual notice of the cause of action, claim and liability to which the limitations period is applicable. Each Employer shall accurately and completely report the work history of its eligible Employees and shall not report anyone who is not an Employee and shall not report any Employee for any period contributions are not

due under the terms of the agreements that have been disclosed to the Fund. In the event an Employer's reporting error (including errors of commission and omission) causes the Fund to pay benefits that are not owed under the Plan, the Employer agrees to reimburse the Fund the amount of the benefit payment plus interest at the rate set forth in Section 4 of this Article, less the amount of the erroneous contribution paid by the Employer.

Sec. 8. The method of computation of any employer withdrawal liability imposed by the Multiemployer Pension Plan Amendments Act of 1980 and payable to the Trust Fund shall be as set forth in Appendix E to the Pension Plan as may be amended from time to time.

Sec. 9. No person shall serve, or be permitted to serve, as an administrator, fiduciary, officer, trustee, custodian, counsel, agent, employee, adviser, provider of goods or services or consultant of the Fund, or as its representative in any capacity, or to serve in any capacity that involves decision making authority or custody or control of the moneys, funds or assets of the Fund, if such person has been convicted of: robbery, bribery, extortion, embezzlement, fraud, grand larceny, burglary, arson, a felony violation of Federal or State law involving substances defined in section 802(6) of title 21 of the United States Code (hereinafter referred to as the "Code"), murder, rape, kidnapping, perjury, assault with intent to kill, any crime described in section 80a-9(a)(1) of title 15 of the Code, a violation of any provision of the Employee Retirement Income Security Act of 1974, a violation of section 186 of title 29 of the Code, a violation of chapter 63 of title 18 of the Code, a violation of sections 874, 1027, 1503, 1505, 1506, 1510, 1951 or 1954 of title 18 of the Code, a violation of the Labor-Management Reporting and Disclosure Act of 1959, or any felony involving abuse or misuse of such person's labor organization or employee benefit plan position or employment; or conspiracy to commit any such crimes; or attempt to commit any such crimes, or a crime in which any of the foregoing crimes is an element; or a misdemeanor involving a breach of fiduciary responsibility. Upon conviction of any of the crimes described in the preceding sentence, such person shall immediately be disqualified from serving the Fund in any capacity described in the preceding sentence, and any such service shall immediately be terminated; provided that, upon final reversal of such conviction, such person, unless otherwise ineligible, shall thereafter be eligible to serve the Fund; and provided further that this disqualification shall continue in effect until ten (10) years after such conviction or after the end of imprisonment on such conviction, whichever is the later, unless, prior to the end of such ten-year period, in the case of a person so convicted or imprisoned, (a) his citizenship rights, having been revoked as a result of such conviction, have been fully restored, or (b) the United States Parole Commission, pursuant to applicable law, determines that such person's service would not be contrary to the best interests of the Fund.

Sec. 10. Each Employer and Union (including former participating Employers and Unions) consents to personal jurisdiction and venue in the United States District Court for the Northern District of Illinois, Eastern Division, with respect to any suit filed by the Fund in that forum of any nature (including suits involving fringe benefit contributions, withdrawal liability or a demand for any audit) and agrees that said forum is the most convenient forum for such suit. Any lawsuit brought by an Employer or Union or a former participating Employer or Union challenging any action or decision of the Trustees or the Fund of any nature, including but not limited to suits challenging the assessment or collection of withdrawal liability, a contribution billing, a decision to terminate the participation of an Employer (or refusal to accept an Employer or a labor agreement) or a decision with respect to a contribution refund request, must be filed only in the United States District Court for the Northern District of Illinois, Eastern Division, and it is agreed that said forum is the most convenient forum for the lawsuit. Any lawsuit brought by a participant or beneficiary of the Fund or a former participant or beneficiary of the Fund which involves in whole or in part a challenge to a decision of the Trustees to terminate the participation of an Employer or Union (or refusal to accept an Employer, Union or a labor agreement) must be filed in the United States District Court for the Northern District of Illinois, Eastern Division, and it is agreed that said forum is the most convenient forum for the lawsuit.

Sec. 11. A participating Employer shall be bound by the provisions of this Agreement and the obligations imposed by this Agreement shall survive the termination of the Employer's participation in the Fund.

Sec. 12. An Employer shall be required to pay audit fees and audit costs if litigation is required to obtain access to any records that are requested in connection with an audit and/or if litigation is required to collect additional billings that result from the audit. Audit fees will be calculated at the market rate for the metropolitan Chicago area.

ARTICLE XV
BENEFICIAL RIGHTS

No Employer or Union, or Employees, shall have any right, title or interest in or to the Trust Fund or any part thereof other than vesting under the Pension Plan except in accordance with applicable law. There shall be no pro rata or other distribution of any of the assets of the Fund as a result of any Union, Employer or group of Employees of Employers ceasing their participation in this Fund for any purpose or reason, except as required by law.

ARTICLE XVI
SAVINGS CLAUSE

Should any provision of this Declaration of Trust be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely effect the other provisions herein contained or the application of such provision to any other person or instance, unless such illegality shall make impossible the functioning of the Pension Plan. No Trustee shall be held liable for any act done or performed in pursuance of any provision hereof prior to the time such act or provision shall be held unlawful by a court of competent jurisdiction.

APPENDIX

INDEX OF ALL AMENDMENTS TO THE TRUST AGREEMENT OF CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND ADOPTED AFTER DECEMBER 12, 1974, AND PRIOR TO NOVEMBER 8, 2011

Article	Section	Date of Trustees' Meeting (Minute Item No.)
Preamble, 3rd "Whereas" clause		October 11, 1976 (Item No. 5).
I	2	October 11, 1976 (Item No. 5); and October 19, 1994 (Item No. 40).
I	3	July 18, 1979 (Item No. 51).
II	2	October 11, 1976 (Item No. 5); August 15, 1979 (Item No. 70); October 18-19, 1982 (Item No. 8); March 17-18, 1983 (Item No. 31); April 19-20, 1983 (Item No. 28); August 19-20, 1986 (Item No. 32); December 19, 1988 (Item No. 24); February 16, 1993 (Item No. 23); October 19, 1994 (Item No. 40); March 30, 1998 (Item No. 12); February 22, 2005 (Item No. 34); December 13, 2007 (Item No. 8); and September 16, 2009 (Item No. 21).
II	3	October 18-19, 1982 (Item No. 8); and April 19-20, 1983 (Item No. 31).
II	5	October 11, 1976 (Item No. 5).
II	6	March 17-18, 1983 (Item No. 31); October 19, 1994 (Item No. 40); February 22, 2005 (Item No. 34); and September 16, 2009 (Item No. 21).
II	7	March 17-18, 1983 (Item No. 31).
III	1	May 26-27, 1987 (Item No. 34); December 19, 1997 (Item No. 36); and September 21, 2006 (Item No. 8).
III	4	April 20-21, 1982 (Item No. 18).
III	5	January 19, 2000 (Item No. 10).

Article	Section	Date of Trustees' Meeting (Minute Item No.)
III	6	November 13, 1997 (Item No. 12); and September 21, 2006 (Item No. 8).
III	7	January 18, 2005 (Item No. 8).
III	8	May 17, 2011 (Item No. 10).
IV	2	September 15, 1977 (Item No. 31).
IV	3	September 15, 1977 (Item No. 31); November 16, 1977 (Item No. 27); November 16-17, 1983 (Item No. 18); December 15, 1986 (Item No. 17); February 16-17, 1987 (Item No. 16); April 21-22, 1987 (Item No. 16); September 26-27, 1988 (Item No. 14); October 26-27, 1989 (Item No. 25; July 16-17, 1990 (Item No. 11); July 21, 1992 (Item No. 8); November 30, 1993 (Item No. 12); November 19, 1998 (Item No. 14); May 19, 1999 (Item No. 16); October 20, 1999 (Item No. 17); May 21, 2003 (Item No. 36); September 16, 2003 (Item No. 13); May 17, 2005 (Item No. 13); and November 13, 2007 (Item No. 14); December 13, 2007 (Item No. 11); and November 8, 2011 (Item No. 18).
IV	4	September 15, 1977 (Item No. 31); November 17, 1983 (Item No. 18); November 19, 1998 (Item No. 14); May 19, 1999 (Item No. 16); October 20, 1999 (Item No. 17); May 21, 2003 (Item No. 36); May 17, 2005 (Item No. 13); November 13, 2007 (Item No. 14); December 13, 2007 (Item No. 11); and November 8, 2011 (Item No. 18).
IV	9	March 23, 1989 (Item No. 22).
IV	11	October 11, 1976 (Item No. 5); September 15, 1977 (Item No. 31); March 16, 1978 (Item No. 20); November 16-17, 1983 (Item No. 18); and November 19, 1998 (Item No. 14).
IV	14	September 15, 1977 (Item No. 31); November 16-17, 1983 (Item No. 18);

Article	Section	Date of Trustees' Meeting (Minute Item No.)
		November 19, 1998 (Item No. 14); May 19, 1999 (Item No. 16); October 20, 1999 (Item No. 17); May 21, 2003 (Item No. 36); November 13, 2007 (Item No. 14); December 13, 2007 (Item No. 11); and November 8, 2011 (Item No. 18).
IV	15	March 18-19, 1980 (Item No. 41).
IV	17	March 23, 1989 (Item No. 22).
IV	20	December 19, 1997 (Item No. 36); and September 21, 2006 (Item No. 8).
V	2	October 11, 1976 (Item No. 5); September 15, 1977 (Item No. 31); November 16-17, 1983 (Item No. 18); March 23, 1989 (Item No. 22); November 19, 1998 (Item No. 14); and September 21, 2006 (Item No. 8).
V	3	September 15, 1977 (Item No. 31); November 16-17, 1983 (Item No. 18); and November 19, 1998 (Item No. 14).
VI	2	September 19, 1979 (Item No. 60); July 14, 1998 (Item No. 8); and December 13, 2007 (Item No. 8).
VI	3	June 19-21, 1980 (Item No. 23); July 14, 1998 (Item No. 8); and December 13, 2007 (Item No. 8).
VI	6	October 11, 1976 (Item No. 5).
VI	7	October 11, 1976 (Item No. 5); November 16, 1976 (Item Nos. 28 and 32); and January 18, 2006 (Item No. 10).
VIII		October 11, 1976 (Item No. 5); and July 21, 1988 (Item No. 23).
XII	1	February 18-20, 1981 (Item No. 36).
XII	2	February 18-20, 1981 (Item No. 36).
XII	3	February 18-20, 1981 (Item No. 36); and May 30, 1986 (Item No. 29).

Article	Section	Date of Trustees' Meeting (Minute Item No.)
XIV	1	December 16-17, 1980 (Item No. 81); April 23-24, 1986 (Item No. 42); and November 20, 2002 (Item No. 11).
XIV	4	January 17-19, 1980 (Item No. 26); October 21-22, 1980 (Item No. 47); March 16-17, 1982 (Item No. 39); July 20-21, 1982 (Item No. 27); January 17-18, 1989 (Item No. 32); and July 23, 1997 (Item No. 15); and February 9, 2010 (Item No. 9).
XIV	7	March 24, 1985 (Item No. 30); November 20, 2002 (Item No. 11); and September 21, 2006 (Item No. 8).
XIV	8	June 21, 1978 (Item No. 33); January 20-21, 1981 (Item No. 23); and November 8, 2011 (Item No. 18).
XIV	9	October 18-19, 1982 (Item No. 8).
XIV	10	December 10, 2003 (Item No. 8).
XIV	11	September 21, 2006 (Item No. 8).
XIV	12	September 21, 2006 (Item No. 8).

EXHIBIT B

Central States, Southeast and Southwest Areas Pension Plan

RESTATED PLAN EFFECTIVE JANUARY 1, 1985
AS AMENDED THROUGH MAY 1, 2012

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, a jointly administered, defined benefit employee benefit plan

ADDRESS OF ADMINISTRATIVE OFFICE
9377 West Higgins Road
Rosemont, Illinois 60018-4938

TELEPHONE NUMBER
(847) 518-9800
1-800-323-5000 (Toll-Free)

EMPLOYER IDENTIFICATION NUMBER
36-6044243

PLAN NUMBER
001

BOARD OF TRUSTEES

EXECUTIVE DIRECTOR
(also Agent for Service of Legal Process)
Thomas C. Nyhan

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ARTICLE I DEFINITIONS

Section 1.01 ACCRUED BENEFIT

(a) The Accrued Benefit of a Participant who is eligible for a Vested Pension (as defined in Section 4.07) is the greater of either the maximum Twenty-Year Service Pension or 30-and-Out Pension payable from his Benefit Class multiplied by the sum of the following:

(1) 1½% of the Contributory Service Credit earned by the Participant before January 1, 1976,

(2) 3% of the Contributory Service Credit earned by the Participant on and after January 1, 1976,

(3) the product of (1) and (2), above.

(b) The Accrued Benefit of a Participant who is eligible for a Contribution-Based Pension (as defined in Section 4.03) is:

(1) The greater of either the Twenty-Year Service Pension or 30-And-Out Pension payable from his Benefit Class, as of December 31, 1985, multiplied by the sum of the following:

(A) 1½% of the Contributory Service Credit he earned before January 1, 1976,

(B) 3% of the Contributory Service Credit he earned from January 1, 1976 through December 31, 1985,

(C) the product of (A) and (B), above, <u>plus</u>

(2) For each calendar year from 1986 through 2003, inclusive, the greater of:

(A) 2% of all Contributions made on his behalf during the calendar year or, if he is at Benefit Class 15(C) or 16,

(B) the minimum benefit below, corresponding to his Benefit Class as of the date of the last Contribution made on his behalf during the calendar year, multiplied by the Contributory Service Credit he earned during the calendar year:

Benefit Class		Minimum Benefit
15		
	(C)	$66
16		
	(A)	77
	(B)	81
	(C)	83, <u>plus</u>

(3) For calendar year 2004 and for each subsequent calendar year, 1% of all Contributions made on his behalf during the calendar year.

(c) The Accrued Benefit calculated in (a) or (b)(1), above, shall not exceed the 30-And-Out Pension amount for the Benefit Class of the Participant.

(d) The Accrued Benefit calculated in (a) or (b), above, shall never be less than the Accrued Benefit determined at the end of any preceding calendar year.

(e) All Non-Contributory Service Credit and any calendar year for which no Contributory Service Credit is earned shall be excluded in determining a Participant's Accrued Benefit in (a) and (b)(1), above.

Section 1.02 **ACTIVE PARTICIPANT**

(a) A Participant becomes an Active Participant if:

(1) he has a Year of Participation; or

(2) he has not had a One-Year Break-in-Service during any calendar year since he last became an Active Participant.

(b) A Disabled Participant becomes an Active Participant during the calendar year in which he recovers from his disability.

(c) A Participant becomes an Active Participant immediately upon having a Year of Participation.

Section 1.03 **BARGAINING UNIT** means, all Employees who are covered by and whose terms and conditions of employment are specified in a particular Collective Bargaining Agreement.

Section 1.04 **BOARD OF TRUSTEES** means, the Union Trustees and the Employer Trustees collectively as appointed according to the Trust Agreement to administer the Pension Fund and the Pension Plan.

Section 1.05 **BREAK-IN-SERVICE**

(a) A Break-in-Service is sustained when consecutive One-Year Breaks-in-Service accumulate as follows:

(1) If the Participant stopped working in Covered Service between February 1, 1955 and March 31, 1969, inclusive, he shall sustain a Break-in-Service if he has at least 5 consecutive One-Year Breaks-in-Service.

(2) If the Participant stopped working in Covered Service between April 1, 1969 and December 31, 1975, inclusive, he shall sustain a Break-in-Service if he has at least 3 consecutive One-Year

Breaks-in-Service.

(3) If the Participant stopped working in Covered Service after December 31, 1975, he shall sustain a Break-in-Service if he has the greater of:

(A) 5 consecutive One-Year Breaks-in-Service; or

(B) a number of consecutive One-Year Breaks in Service equaling or exceeding the number of years of Vesting Service he earned prior to the first of his consecutive One-Year Breaks-in-Service.

(b) A Vested Participant cannot sustain a Break-in-Service.

(c) An individual who sustains a Break-in-Service is no longer a Participant, and he shall lose all right and claim to any benefit from the Pension Plan, except that he shall never lose any Self-Contributions he may have made to the Pension Fund.

Section 1.06 **COLLECTIVE BARGAINING AGREEMENT** means, a written agreement between a Union and a Contributing Employer requiring Employer Contributions to the Pension Fund on behalf of all Employees whose classification of work is covered by the Collective Bargaining Agreement. A Collective Bargaining Agreement also means a written agreement between the Board of Trustees and a Contributing Employer requiring Employer Contributions on behalf of all Employees whose classification of work is covered by the agreement.

Section 1.07 **CONTRIBUTING EMPLOYER** means, any association or individual employer which has agreed or shall agree, in writing, to be bound by the Trust Agreement and to make Employer Contributions to the Pension Fund according to a Collective Bargaining Agreement, and which has been accepted by the Board of Trustees as a Contributing Employer. Contributing Employer also means a Union with regard to its Employees, the Pension Fund with regard to its Employees, and Central States, Southeast and Southwest Areas Health and Welfare Fund with regard to its Employees. A Contributing Employer, upon acceptance, must continue to meet the conditions stated above as well as any additional conditions established by the Board of Trustees for Contributing Employers.

Section 1.08 **CONTRIBUTIONS** means, either or both of the following:

(a) Employer Contributions are Contributions which a Contributing Employer is required to make to the Pension Fund pursuant to a Collective Bargaining Agreement or applicable law, provided that the Contributing Employer shall be required to make such Employer Contributions to the Pension Fund at Contribution rates at least equal to minimum Employer Contribution requirements adopted by the Board of Trustees and applicable to the Collective Bargaining Agreement, including the requirements stated in Appendix K-1 and Appendix K-2 of this Pension Plan. Any Contributing Employer which, based upon the Uniformed Services Employment and Reemployment Rights Act of 1994, is required to make Employer Contributions to the Pension Fund, shall make those

Employer Contributions at the rates and in the amounts of Employer Contributions which that Contributing Employer would have been obligated to pay to the Pension Fund, relative to the Participant, if his employment by that Contributing Employer had continued throughout (and had not been interrupted by) such service in the Uniformed Services (plus interest, to the extent such Employer Contributions are not paid at the time of such absence from employment as a result of service in the Uniformed Services, in accordance with the Trust Agreement of the Pension Fund).

(b) **Self-Contributions cannot be made and are not acceptable for any period after December 31, 2003, unless the period of the layoff, sick leave, other leave of absence or approved strike, on which the Self-Contributions are based, commenced before and was continuing on January 1, 2004. All references to Self-Contributions in this Section 1.08 and elsewhere in this Pension Plan are subordinate to the limitations of the preceding sentence.** Self-Contributions are voluntary Contributions made to the Pension Fund by an Employee for a period of employment for which his Contributing Employer is not required by his Collective Bargaining Agreement, to make Employer Contributions on his behalf. Self-Contributions are subject to each of the following:

(1) An Employee shall **not**, except as provided by a Collective Bargaining Agreement, be permitted to make Self-Contributions for any period of compensated employment with the same Contributing Employer if the period of compensated employment is not covered by a Collective Bargaining Agreement.

(2) An Employee must make a sufficient number of Self-Contributions which alone, or when combined with Employer Contributions, earn him Contributory Service Credit for the calendar year in which his Self-Contributions are to be applied.

(3) An Employee must make Self-Contributions at the same rates as required by his Collective Bargaining Agreement and any renewal thereof.

(4) An Employee shall be permitted to make Self-Contributions, in accordance with the following, for a period when he is on the seniority list of a Contributing Employer in a sick-leave (illness or injury) or layoff status for no more than a 60-month layoff period or is on approved strike:

(A) **Pre-January 1, 1994 Self-Contributions:** Self-Contributions for a period preceding January 1, 1994 may be made at any time. If Self-Contributions for a pre-January 1, 1994 period are submitted within 24 months of the earliest date to which they apply, there shall not be any interest charged on such Self-Contributions. If such Self-Contributions are not submitted within this 24 month period, however, interest shall accrue and be charged from the earliest date to which such Self-Contributions apply to the date they are made. The interest charged shall be determined by the same rate (or rates) paid by Contributing Employers for delinquent Employer

Contributions owed during the period for which such Self-Contributions are being made.

(B) **January 1, 1994 and after Self-Contributions:** Self-Contributions for a period on or after January 1, 1994 must be submitted no later than December 31 of the year immediately following the calendar year to which they are to be applied. There shall not be any interest charged on Self-Contributions made for a period beginning on or after January 1, 1994.

(5) An Employee shall also be permitted to make Self-Contributions for a period when he is on the seniority list of a Contributing Employer in an authorized leave of absence status. Self-Contributions for a leave of absence must be submitted at the time of the leave or as provided in the Collective Bargaining Agreement covering an Employee. An Employee whose Collective Bargaining Agreement does not require him to make Self-Contributions during a leave of absence, shall be permitted to make Self-Contributions in accordance with (4)(A) or (B) (whichever is applicable to the time period of his Self-Contributions) of this Section.

(6) An Employee making Self-Contributions must comply with procedures established by the Board of Trustees, including the use of forms which his Contributing Employer is required to complete to confirm that he is in an employee status and remains on the seniority list.

(7) An Employee may not make Self-Contributions which exceed 10% of all compensation he receives from Contributing Employers during his working career. In determining the 10% Self-Contribution limitation, any interest required by subsection (b)(4)(A) of this Section, shall be excluded.

(8) An Employee whose layoff status commences on or after January 1, 2000, and is the result of a cessation of business by a Contributing Employer shall be permitted to make Self-Contributions for a maximum of 2 years after the initial business cessation date.

(c) Employer Contributions shall be irrevocable, shall be held and invested according to the provisions of the Trust Agreement, and shall be used for providing benefits and paying the expenses of the Pension Fund. Employer Contributions made in error shall be subject to the refund policies adopted by the Board of Trustees.

(d) Self-Contributions shall be non-forfeitable. If an Employee who has made Self-Contributions does not become eligible for benefits from the Pension Fund, the Self-Contributions that he made shall be returned to him with interest at the rate of 5.5% compounded annually.

(e) If an Employee who has made Self-Contributions would qualify for a Contributory Credit Pension under Benefit Class 17a or 17b or higher or for a 25-And-Out Pension under Benefit Class 17a or higher or for a 30-And-Out Pension under Benefit Class 17b or higher, except for the

exclusion of his Self-Contributions as required by the Pension Plan, including Section 1.09(b), and if the Employee requests a return of his Self-Contributions, the Self-Contributions that he made shall be returned to him with interest at the rate of 5.5% compounded annually.

(f) There shall be a separate accounting maintained of the portion of the Accrued Benefit of each Participant derived from Self-Contributions.

Section 1.09 CONTRIBUTORY SERVICE

(a) A Participant shall earn Contributory Service for any employment with a Contributing Employer required to make Employer Contributions on his behalf according to a Collective Bargaining Agreement.

(b) A Participant shall earn Contributory Service for any period **commencing before January 1, 2004,** for which he makes Self-Contributions, except that**,** any Contributory Service earned from Self-Contributions shall not be counted in determining his eligibility for benefits under:

(1) **Benefit Class 16,** if such Self-Contributions were made to meet any part of the 5-day or one-week Contribution requirement for benefits under this Benefit Class; or

(2) **Benefit Class 17a,** if such Self-Contributions were made (A) for a period or periods preceding January 1, 1994, other than a Temporary Medical Absence Period or (B) to meet any part of the 100-day or 20-week Contribution requirement for benefits under this Benefit Class; or

(3) **Benefit Class 17b,** if such Self-Contributions were made (A) for a period or periods preceding January 1, 1994, other than a Temporary Medical Absence Period or (B) to meet any part of the 10-day or 2-week or 100-day or 20-week Contribution requirements for benefits under this Benefit Class; or

(4) **Benefit Class 18,** if such Self-Contributions were made (A) for a period or periods preceding January 1, 1994, other than a Temporary Medical Absence Period, or (B) to meet any part of the 10-day or 2-week or 100-day or 20-week Contribution requirements for benefits under this Benefit Class.

(5) **Benefit Class 18+,** if such Self-Contributions were made (A) for a period or periods preceding January 1, 1994, other than a Temporary Medical Absence Period, or (B) to meet any part of the 10-day or 2-week or 100-day or 20-week Contribution requirements for benefits under this Benefit Class.

As used in this Section 1.09(b) and in Sections 4.04(a), 4.05(a) and 4.06(b), a Temporary Medical Absence Period means and includes any period when the Participant, while continuing to be in employee status on the seniority list of a Contributing Employer, is temporarily absent from active employment by his Contributing Employer as a direct result of sickness or injury, provided that the aggregate maximum period of such absences for which such past Self-Contributions may be counted and included in determining Benefit Class 17a and 17b and 18 eligibility is 30 days of daily Self-Contributions or 6 weeks of weekly Self-Contributions, and provided further that, for Participants receiving continuing Workers' Compensation benefit payments during such absences, the aggregate maximum is one year of daily or weekly Self-Contributions.

(c) A Participant may earn Contributory Service for his periods of service in the Uniformed Services if and to the extent:

(1) his service in the Uniformed Services begins during, and causes him to be absent from, employment by an employer that was, either at such beginning of service or before such service is concluded, a Contributing Employer;

(2) he would have earned Contributory Service based upon Employer Contributions if his employment by that employer had not been interrupted by such service in the Uniformed Services;

(3) he submits an application for reemployment to the **same** Contributing Employer within the following time limitations (except as those limitations are required by law to be extended):

(A) If his reemployment is initiated before December 11, 1994, his application for reemployment must be submitted to the Contributing Employer within 90 days after his discharge from the Uniformed Services; and

(B) If his reemployment is initiated on or after December 11, 1994, his application for reemployment must be submitted to the Contributing Employer;

(i) within 90 days after completion of a period of service in the Uniformed Services that was more than 180 days;

(ii) within 30 days after completion of a period of service in the Uniformed Services that was more than 30 days and less than 181 days; and

(iii) within one day after completion of a period of service in the Uniformed Services that was less than 31 days; and

(4) All such periods of service in the Uniformed Services do not, in the aggregate, exceed 5 years (except as that 5-year maximum is required by law to be enlarged).

For purposes of this Section 1.09(c) and Sections 1.08(a), 1.10(b) and 1.36, the term 'Uniformed Services' is as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (as may be hereafter amended) ('USERRA'). For purposes of this Section 1.09(c) and Sections 1.08(a), 1.10(b) and 1.36, 'service in the Uniformed Services' includes the performance of duty by a Participant on a voluntary or involuntary basis in a Uniformed Service under competent authority and also includes any period during which a Participant is absent from employment for the purpose of an examination to determine the Participant's fitness to perform any such duty. As a prerequisite to earning Contributory Service based upon this Section 1.09(c), the Participant shall provide any notice and any documentation that is required by USERRA or other applicable law.

(d) A Participant may earn Contributory Service if his Bargaining Unit was accepted in this Pension Fund according to the Alternative Policy in Appendix G of this Pension Plan.

(e) A Participant may lose the Contributory Service he earned if he sustains a Break-in-Service.

(f) If a Collective Bargaining Agreement covering an Employee requires his Contributing Employer to make weekly Contributions, then he shall earn one week of Contributory Service for each week that he performs one Hour of Service and a weekly Contribution is required on his behalf.

(g) If a Collective Bargaining Agreement covering an Employee requires his Contributing Employer to make daily Contributions, then he shall earn one day of Contributory Service for each day that he performs one Hour of Service and a daily Contribution is required on his behalf.

Section 1.10 CONTRIBUTORY SERVICE CREDIT

(a) Contributory Service Credit is based on Contributory Service, and is determined as follows:

(1) For calendar years beginning before January 1, 1976:

(A) no Contributory Service Credit is earned for any calendar year with less than 20 weeks of Contributory Service; and

(B) ½ year of Contributory Service Credit is earned for any calendar year with at least 20 weeks but less than 35 weeks of Contributory Service; and

(C) one year of Contributory Service Credit is earned for any

calendar year with at least 35 weeks of Contributory Service.

(2) For calendar years beginning on and after January 1, 1976:

(A) Contributory Service Credit is earned only for a calendar year in which a Participant has a Year of Participation;

(B) Contributory Service Credit equals the sum of the following:

(i) the number of weeks of Contributory Service earned by a Participant in a calendar year in which he has at least a Year of Participation divided by 40; and

(ii) the number of days of Contributory Service earned by a Participant in a calendar year in which he has at least a Year of Participation divided by 180.

(b) A Participant shall earn Contributory Service Credit for Contributory Service to which he is entitled, based upon Section 1.09(c), for his periods of service in the Uniformed Services, according to the following:

(1) For calendar years beginning before January 1, 1976:

(A) no Contributory Service Credit is earned for any calendar year with less than 20 weeks of Contributory Service; and

(B) ½ year of Contributory Service Credit is earned for any calendar year with at least 20 weeks but less than 35 weeks of Contributory Service; and

(C) one year of Contributory Service Credit is earned for any calendar year with at least 35 weeks of Contributory Service.

(2) For calendar years beginning on and after January 1, 1976:

(A) Contributory Service Credit is earned only for a calendar year in which the Participant had at least 20 weeks of Contributory Service;

(B) Contributory Service Credit equals the number of weeks of Contributory Service earned by the Participant in a calendar year in which he had at least 20 weeks of Contributory Service divided by 40.

(c) A Participant shall be eligible to earn Contributory Service Credit in this Pension Plan for all of the contributory service credit he had earned while covered under a prior pension plan of an Employer which became required to make contributions to this Pension Fund on his behalf if:

(1) his Bargaining Unit was accepted in this Pension Fund according to the Alternative Policy in Appendix G of this Pension Plan; and

(2) he was a vested participant under that prior pension plan.

(d) A Participant shall not earn more than one year of Contributory Service Credit during a calendar year.

Section 1.11 **COVERED SERVICE** means the combined Non-Contributory Service and Contributory Service of a Participant, subject to the following restrictions:

(a) Covered Service shall not include any period of self-employment, or employment as an employer, or as a member of a partnership or in a managerial or supervisory capacity.

(b) Covered Service, except as provided by Appendix D and Appendix G of this Pension Plan, shall not include any period of employment covered by another pension plan established and maintained according to a Teamster Contract.

Section 1.12 **DEFERRED RETIREMENT DATE** is the first day of any month selected by a Participant to be the month in which the Deferred Pension or Twenty-Year Deferred Pension he is eligible to receive becomes payable. A Participant's Deferred Retirement Date must be in a month later than the month in which his Retirement Date occurs. In no event, however, shall any benefit payable to a Participant begin any later than the date required by Section 4.15.

Section 1.13 **DISABLED PARTICIPANT**

(a) A Participant is a Disabled Participant if he becomes disabled and is receiving payment of a disability benefit from this Pension Plan.

(b) A Participant is no longer a Disabled Participant if he reaches his Normal Retirement Date and becomes a Pensioner, or if he recovers from his disability or becomes an Active Participant.

Section 1.14 **EMPLOYEE**

(a) An Employee means an individual who is:

(1) employed by a Contributing Employer under the terms and conditions of a Collective Bargaining Agreement which requires that Employer Contributions be made to the Pension Fund, except that, any individual who is self-employed or a member of a partnership or employed in a managerial or supervisory capacity shall not be an Employee for purposes of this Pension Plan; or

(2) employed by a Union which has been accepted by the Board of Trustees as a Contributing Employer of its full-time and regular part-time employees, and on whom the Union is required to make Employer Contributions to the Pension Fund under the same

conditions as any other Contributing Employer; or

(3) employed by the Pension Fund or by Central States, Southeast and Southwest Areas Health and Welfare Fund, and on whom the Board of Trustees is required to make Employer Contributions to the Pension Fund under the same conditions as any other Contributing Employer; or

(4) employed by a Contributing Employer and a member of the Board of Trustees, and on whom Employer Contributions are required to be made to the Pension Fund under the same conditions as any other Contributing Employer.

(b) The common law test or the applicable statutory definition of master-servant relationship shall be used to decide any dispute regarding employee status under (a)(1) of this Section.

(c) Continuation of employee status shall be subject to those rules and regulations the Board of Trustees may adopt according to law.

Section 1.15 **EMPLOYEE GROUP** means, all Employees who are employed by a Contributing Employer in a classification of work covered by a Collective Bargaining Agreement.

Section 1.16 **GENDER**

Whenever used in the Pension Plan, the words “he,” “she,” “his” and “her,” are interchangeable.

Section 1.17 **HOUR OF SERVICE**

An Employee shall earn an Hour of Service for any of the following:

(a) each hour for which he is paid, or entitled to payment for employment performed for a Contributing Employer.

(b) each hour for which he is paid, or entitled to payment, by a Contributing Employer for a period of time during which no employment is performed (regardless of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence.

(c) each hour for which he is paid, or entitled to payment of back pay (regardless of mitigation of damages) awarded or agreed to by a Contributing Employer.

Section 1.18 INACTIVE PARTICIPANT

A Participant who has not become a Pensioner or a Disabled Participant becomes an Inactive Participant at the end of any calendar year during which he no longer meets the definition of an Active Participant.

Section 1.19 LOSS OF NON-CONTRIBUTORY SERVICE

(a) Any Participant employed in an Employee Group involved in a Voluntary Withdrawal (as defined in Section 1.38(b)) from the Pension Fund shall lose all right and claim to his Non-Contributory Service Credit unless:

(1) If the Voluntary Withdrawal occurred before January 1, 1986, he permanently ceases to be employed in that Employee Group, as a result of a quit, discharge or retirement, before a calendar year in which less than 10 weeks of Contributions are made on his behalf;

(2) If the Voluntary Withdrawal occurred on or after January 1, 1986 but before April 1, 1991, he permanently ceases to be employed in that Employee Group, as a result of a quit, discharge or retirement, before the 31st day following the date of the Voluntary Withdrawal;

(3) If the Voluntary Withdrawal occurred on or after April 1, 1991:

(A) he permanently ceases to be employed in that Employee Group, as a result of a quit, discharge or retirement, before the last day of the 6th calendar month following the date of the Voluntary Withdrawal; or

(B) he and the other members of that Employee Group again become covered by a Collective Bargaining Agreement before the last day of the 18th calendar month following the date of the Voluntary Withdrawal.

(b) Any Participant who sustains a loss of his right and claim to Non-Contributory Service Credit according to (a), above, shall retain only the benefit he may be eligible to receive from his Contributory Service Credit, if any.

Section 1.20 MINIMUM CONTRIBUTION REQUIREMENT

(a) The Minimum Contribution Requirement used to determine the eligibility of a Participant for a Twenty-Year Service Pension or Early Retirement Pension shall be as follows:

(1) at least 80 weeks of Contributions for an Employee who last became a Participant before July 1, 1967;

(2) at least 120 weeks of Contributions for an Employee who last became a Participant between July 1, 1967 and March 31, 1969, inclusive;

(3) at least 450 weeks of Contributions for an Employee who last became a Participant between April 1, 1969 and December 31, 1975, inclusive;

(4) a number of years of Contributory Service Credit at least equal to the number of years of Non-Contributory Service an Employee is eligible to earn if he last became a Participant on or after January 1, 1976.

(b) For purposes of (a)(1), (a)(2) and (a)(3) above, 5 days of Contributions required to be made on behalf of a Participant shall be considered equivalent to one week of Contributions.

(c) The Minimum Contribution Requirement used to determine the eligibility of a Participant for a Monthly Disability Benefit or a Lump Sum Disability Benefit or the eligibility of a Participant's survivor for a Lump Sum Death Benefit shall be as follows:

(1) at least 35 weeks of Contributions during each of 5 calendar years; or

(2) at least 225 weeks of Contributions in total.

(d) For purposes of (c)(1) and (c)(2) above, 5 days of Contributions required to be made on behalf of a Participant shall be equivalent to one week of Contributions.

Section 1.21 NON-CONTRIBUTORY SERVICE

(a) If an Employee first becomes a Participant before April 1, 1985, he shall be eligible to earn Non-Contributory Service for any of the following types of employment he performed prior to the date he first became a Participant:

(1) employment under a Teamster Contract; or

(2) continuous past employment with a Contributing Employer in work classifications which become covered by a Collective Bargaining Agreement, if the Employee is a member of the Bargaining Unit on the date the Contributing Employer becomes required to make Employer Contributions for the first time; or

(3) employment requiring the usual Teamster skills in traditional Teamster industries at the time of the employment; or

(4) employment in a work classification and in an industry which, at the time of the employment, were normally covered by Teamster Contracts in that local metropolitan area; or

(5) employment by a Union; or

(6) service in the armed forces of the United States under Selective Service or during a war or international police action if he entered the armed forces directly from any Non-Contributory Service, defined above, and he returned directly from the armed forces to Contributory Service or Non-Contributory Service.

(b) In addition to the types of employment described in (a) above, an Employee who first became a Participant before May 1, 1971 shall be eligible to earn Non-Contributory Service for any employment in the same classification of work which was covered by a Teamster Contract and for which Contributions were later made on his behalf.

(c) An Employee who first becomes a Participant before April 1, 1985 shall be eligible to earn Non-Contributory Service for his continuous past employment with a Contributing Employer in a work classification which becomes covered by a Collective Bargaining Agreement if he is a member of the Bargaining Unit on the date the Contributing Employer is required to make Employer Contributions for the first time.

(d) After the date an Employee first becomes a participant, he shall be eligible to earn Non-Contributory Service for service in the armed forces of the United States under Selective Service or during a war or international police action if he entered the armed forces directly from Contributory Service and he returned directly from the armed forces to either Contributory Service or Non-Contributory Service.

(e) An Employee who first becomes a Participant on or after April 1, 1985, shall be eligible to earn Non-Contributory Service **only** for his continuous past employment with the Contributing Employer that began making Employer Contributions on his behalf only if his Bargaining Unit was accepted in this Pension Fund according to the Acceptance Policies in Appendix G of this Pension Plan.

Section 1.22 NON-CONTRIBUTORY SERVICE CREDIT

(a) For each year of his Contributory Service Credit, a Participant who first became a Participant prior to April 1, 1985 may earn up to one year of Non-Contributory Service Credit for his Non-Contributory Service as follows:

(1) For Non-Contributory Service earned while serving in the armed forces of the United States:

(A) no Non-Contributory Service Credit is earned for any calendar year with less than 18 weeks of Non-Contributory Service; and

(B) ½ year of Non-Contributory Service Credit is earned for any calendar year with at least 18 weeks but less than 25 weeks of Non-Contributory Service; and

(C) one year of Non-Contributory Service Credit is earned for any calendar year with at least 25 weeks of Non-Contributory Service.

(2) For all other Non-Contributory Service:

(A) no Non-Contributory Service Credit is earned for any calendar year with less than 500 hours of Non-Contributory Service; and

(B) ½ year of Non-Contributory Service Credit is earned for any calendar year with at least 500 but less than 1,000 hours of Non-Contributory Service; and

(C) one year of Non-Contributory Service Credit is earned for any calendar year with at least 1,000 hours of Non-Contributory Service.

(b) A Participant who first became a Participant prior to January 1, 1976, may earn Non-Contributory Service Credit according to (a)(1) and (a)(2), above, for all of his Non-Contributory Service.

(c) An Employee who becomes a Participant on or after April 1, 1985, and whose Bargaining Unit was accepted in this Pension Fund according to the Acceptance Policies in Appendix G of this Pension Plan, shall be eligible to earn Non-Contributory Service Credit as follows:

(1) no Non-Contributory Service Credit is earned for any calendar year with less than 500 hours of Non-Contributory Service; and

(2) ½ year of Non-Contributory Service Credit is earned for any calendar year with at least 500 but less than 1,000 hours of Non-Contributory Service; and

(3) one year of Non-Contributory Service Credit is earned for any calendar year with at least 1,000 hours of Non-Contributory Service.

(d) A Participant shall not earn more than one year of Non-Contributory Service Credit during a calendar year.

(e) During the calendar year an Employee who is eligible to earn Non-Contributory Service Credit becomes a Participant, he may earn ½ year of Non-Contributory Service Credit for 500 hours of Non-Contributory Service, or one year of Non-Contributory Credit for 1,000 hours of Non-Contributory Service. The combined Non-Contributory Service Credit and Contributory Service Credit earned during the calendar year an Employee becomes a Participant shall not exceed one year of Service Credit.

(f) Regardless of any other rules or provisions in this Pension Plan, any Employee who first becomes a Participant in this Pension Plan on or after April 1, 1985 shall not be eligible to earn Non-Contributory Service Credit, except for his military service, and, except as provided for in Appendix G of this Pension Plan.

Section 1.23 ONE-YEAR BREAK-IN-SERVICE

(a) Before January 1, 1976, a One-Year Break-in-Service is a calendar year with less than 10 weeks of Covered Service.

(b) On and after January 1, 1976, a One-Year Break-in-Service is a calendar year during which the sum of (1), (2), (3) and (4) is less than one.

(1) The number of weeks of Vesting Service due to employment under a Collective Bargaining Agreement requiring weekly Contributions divided by 10; and

(2) The number of days of Vesting Service due to employment under a Collective Bargaining Agreement requiring daily Contributions limited to a 5 day per week maximum divided by 37; and

(3) The number of days of Vesting Service due to employment under a Collective Bargaining Agreement requiring daily Contributions **not** limited to a 5 day per week maximum divided by 45; and

(4) The number of hours of Vesting Service due to Continuous Compensated Employment (as defined in Section 1.36(f)) for which no Contributions are required divided by 450.

(c) Before January 1, 1976 and only for the purpose of determining whether a One-Year Break-in-Service has been sustained, a Participant shall be treated as having been in Covered Service for any period during which he was unable to work because of illness, injury, disability or because he honored an approved strike. On and after January 1, 1976 and only for the purpose of determining whether a One-Year Break-in-Service has been sustained, a Participant shall be treated as having earned Vesting Service for any period during which he was unable to work because of illness, injury, disability or because he honored an approved strike.

(d) A Participant who stops working in Covered Service on or after January 1, 1985 because of a pregnancy, the birth of a child, the adoption of a child, or to care for a child recently born or adopted, shall receive Vesting Service sufficient to avoid having a One-Year Break-in-Service in either:

(1) the calendar year in which his leave begins, if the Vesting Service is required to avoid having a One-Year Break-in-Service during that calendar year; or, if not,

(2) the calendar year immediately following the calendar year in which his leave begins.

(e) A Participant shall not be eligible to earn any Vesting Service during a calendar year if any duplication of Vesting Service results from the application of (b), (c) and (d) above, or any combination thereof.

Section 1.24 **PARTICIPANT**

(a) A Participant of any earlier version of the Pension Plan becomes a Participant of this Pension Plan if:

(1) he has not had a One-Year Break-in-Service during 1984; or

(2) he has had a Year of Participation ending after December 31, 1984; or

(3) he is receiving, or is eligible to receive, a Twenty-Year Service Pension Benefit, an Early Retirement Pension Benefit, a Vested Pension Benefit or a Disability Pension Benefit from the Pension Plan in effect on December 31, 1984.

(b) An Employee shall become a Participant as of the date the first Contribution is made on his behalf during a Year of Participation which ends after December 31, 1984.

(c) A Participant of the Pension Plan in effect on December 31, 1984 who does not meet any of the conditions stated in (a) and (b), above, shall continue to be governed by the provisions of the Pension Plan in effect on December 31, 1984.

(d) A Participant shall no longer be a Participant on the date of his death, or on the date he receives all benefits due him, or on the date he sustains a Break-in-Service.

(e) Neither membership nor lack of membership in any labor organization shall be a basis for becoming a Participant in, or determining eligibility to receive benefits from the Pension Fund.

Section 1.25 **PENSIONER**

A Participant becomes a Pensioner on the date he begins to receive payment of the retirement pension for which he is eligible.

Section 1.26 **PENSION FUND** means, the Central States, Southeast and Southwest Areas Pension Fund established by the Trust Agreement.

Section 1.27 **PENSION PLAN** means, the rules and regulations for the payment of benefits from the employee benefit plan described in this document as well as any amendments to this document.

Section 1.28 **RECOVERY OF LOST SERVICE CREDIT**

A Participant who first became a Participant prior to April 1, 1985, and who sustains a Break-in-Service, shall recover one year of his lost Service Credit as Non-Contributory Service Credit for each year of Contributory Service Credit he earns on or after the later of:

(a) January 1, 1973; or

(b) his last employment or re-employment date following his last Break-in-Service.

Section 1.29 **RETIREMENT DATE** is, the date a Participant stops working in Covered Service and terminates his employment. A Participant eligible for a retirement pension may become eligible to receive benefit payments on the 1st day of the month following his Retirement Date.

Section 1.30 **SERVICE CREDIT** means, the combined Contributory Service Credit and Non-Contributory Service Credit earned by a Participant, subject to the Break-in-Service and One-Year Break-in-Service provisions of this Pension Plan. A Participant shall not earn more than one year of Service Credit during a calendar year.

Section 1.31 **TEAMSTER CONTRACT** means, any collective bargaining agreement between an employer and a local union affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

Section 1.32 **TRUST AGREEMENT** means, the Agreement and Declaration of Trust for Central States, Southeast and Southwest Areas Pension Fund as originally made and entered into on March 16, 1955, together with any amendments.

Section 1.33 **UNION** means, those local unions which the Board of Trustees determines to have been affiliated Local Unions of the Central Conference of Teamsters and the Southern Conference of Teamsters when those two conferences were dissolved in or around June, 1994, and such other unions as the Board of Trustees may agree upon.

Section 1.34 **VESTED PARTICIPANT**

A Participant becomes a Vested Participant if:

(a) he is an Active Participant or a Disabled Participant who has reached his Normal Retirement Date; or

(b) he is an Active Participant or an Inactive Participant who has not reached his 65th birthday, but who has earned at least 3 Vesting Service Years after December 31, 1970, and has a total of at least:

(1) 10 Vesting Service Years; or

(2) 5 Vesting Service Years from employment performed outside a Bargaining Unit and at least One Hour of Service of such employment is after December 31, 1988; or

(3) 5 Vesting Service Years from employment performed within a Bargaining Unit and at least one Hour of Service of such

employment is after December 31, 1998; or

(4) 5 Vesting Service Years from a combination of employment performed outside a Bargaining Unit and employment performed within a Bargaining Unit (provided that such combined employment is based in part upon at least one Hour of Service after December 31, 1998).

Section 1.35 VESTED PENSION RETIREMENT DATE (NORMAL RETIREMENT DATE)

(a) Normal Retirement Date of a Participant means the later of:

(1) the 65th birthday of an Employee; or

(2) the 5th anniversary of the date on which an Employee first became an Active Participant.

(b) Normal Retirement Date is used to determine the date on which a Participant's Vested Pension becomes payable without reduction.

Section 1.36 VESTING SERVICE

(a) Vesting Service is earned for Continuous Compensated Employment of an Active Participant or an Inactive Participant by a Contributing Employer. "Continuous Compensated Employment" means, employment performed while a member of the Bargaining Unit, and employment outside of a Bargaining Unit if such employment is performed immediately before or after Bargaining Unit employment with the same Contributing Employer and if it is not interrupted by a quit, discharge or retirement.

(b) An Employee who becomes a Participant on or after April 1, 1985, and whose Bargaining Unit was accepted in this Pension Fund according to the Acceptance Policies in Appendix G of this Pension Plan, shall, in addition to (a) above, be eligible to earn one hour of Vesting Service for each Hour of Service of his continuous past employment with the Contributing Employer that became required to make Employer Contributions on his behalf.

(c) If a Collective Bargaining Agreement covering an Employee requires his Contributing Employer to make weekly Contributions, then he shall earn one week of Vesting Service for each week that he performs an Hour of Service and a weekly Contribution is required on his behalf.

(d) If a Collective Bargaining Agreement covering an Employee requires his Contributing Employer to make daily Contributions limited to a maximum of 5 days per week, then he shall earn one day of Vesting Service for each day that he performs one Hour of Service and a daily Contribution is required on his behalf.

(e) If a Collective Bargaining Agreement covering an Employee requires his Contributing Employer to make daily Contributions **not** limited to a maximum of 5 days per week, then he shall earn one day of Vesting Service for each day that he performs one Hour of Service and a daily Contribution is required on his behalf.

(f) One Hour of Vesting Service is earned for each Hour of Service of Continuous Compensated Employment for periods during which no Contributions are required on behalf of an Employee.

(g) Vesting Service also includes any period of service in the Uniformed Services for which a Participant is entitled, based upon Section 1.09(c), to Contributory Service.

Section 1.37 **VESTING SERVICE YEAR** means, a calendar year during which the sum of (a), (b), (c), (d), and (e), below, equals or exceeds one.

(a) The number of weeks of Vesting Service due to employment under a Collective Bargaining Agreement requiring weekly Contributions divided by 20; and

(b) The number of days of Vesting Service due to employment under a Collective Bargaining Agreement requiring daily Contributions limited to a maximum of 5 days per week divided by 75; and

(c) The number of days of Vesting Service due to employment under a Collective Bargaining Agreement requiring daily Contributions **not** limited to a maximum of 5 days per week divided by 90; and

(d) The number of hours of Vesting Service due to Continuous Compensated Employment for which no Contributions are required divided by 900.

(e) The number of hours of Vesting Service a Participant earned due to his continuous past employment with the Contributing Employer that became required to make Employer Contributions on his behalf divided by 900, if his Bargaining Unit was accepted according to the Acceptance Policies in Appendix G of this Pension Plan.

Section 1.38 **WITHDRAWAL OF AN EMPLOYEE GROUP**

(a) Regardless of any other rules or provisions in this Pension Plan, any Participant, who was a member of an Employee Group at the time of its Voluntary Withdrawal from the Pension Plan, shall, subject to the following sentence, lose all right and claim to Non-Contributory Service Credit. This provision shall take effect if on or after the applicable date specified in Section 1.19(a), the Participant is employed by the same employer that made Contributions on his behalf immediately before the Voluntary Withdrawal and is performing or supervising work that was covered by the Collective Bargaining Agreement in effect immediately before the Voluntary Withdrawal.

(b) A "Voluntary Withdrawal" occurs on the date a Contributing Employer is no longer required to make Employer Contributions to the Pension Fund as a result of actions by members of a Bargaining Unit, which actions include, but are not limited to the following:

(1) decertification or other removal of the Union as a bargaining agent; and

(2) ratification or other acceptance of a Collective Bargaining Agreement which permits withdrawal of the Bargaining Unit, in whole or in part, from the Pension Plan.

(c) Any Participant whose Bargaining Unit was accepted according to the Acceptance Policies in Appendix G of this Pension Plan, shall immediately lose all right and claim to any Vesting Service, Non-Contributory Service Credit and Contributory Service Credit he may have earned before Employer Contributions began on his behalf, if within the "Five-Year Free Look" period defined in Section 8 of Appendix E of this Pension Plan, Employer Contributions are no longer required to be made on behalf of the members of the Bargaining Unit of which he was a member on the date he became a Participant.

Section 1.39 **YEAR OF EMPLOYMENT means:**

(a) The 12 consecutive month period which begins on the date an Employee becomes employed or reemployed by a Contributing Employer and which ends on his 1st anniversary date of employment or reemployment; and

(b) Any calendar year that begins after the calendar year an Employee became employed or reemployed by a Contributing Employer, if the 1st anniversary date of his employment or reemployment occurs during that calendar year.

Section 1.40 **YEAR OF PARTICIPATION** means, a Year of Employment during which the sum of (a), (b), and, (c) below, equals or exceeds 1.

(a) The number of weeks of Contributory Service due to employment under a Collective Bargaining Agreement requiring weekly Contributions divided by 20; and

(b) The number of days of Contributory Service due to employment under a Collective Bargaining Agreement requiring daily Contributions limited to a maximum of 5 days per week divided by 75; and

(c) The number of days of Contributory Service due to employment under a Collective Bargaining Agreement requiring daily Contributions **not** limited to a maximum of 5 days per week divided by 90.

ARTICLE II EFFECTIVE DATE *

The provisions of this Pension Plan are applicable to every individual who is a Participant of this Pension Plan on any date on and after January 1, 1985, and to every beneficiary of such a Participant, except to the extent determination of the rights of such Participant or beneficiary was or is based upon a Retirement Date, death or disability prior to January 1, 1985. The provisions of this Pension Plan govern the consequences of all events on and after January 1, 1985 (such as any Retirement Date, death, disability, Covered Service, One-Year Break-in-Service, Break-in-Service, Reemployment and Suspension of Benefits Rules and Withdrawal of a Bargaining Unit). The provisions of this Pension Plan govern the consequences of events prior to January 1, 1985 only to the extent such events are relevant to determination of the rights of a Participant of this Pension Plan, or a beneficiary of such a Participant, based upon a Retirement Date, death or disability on or after January 1, 1985. To the extent this Pension Plan is not applicable, a relevant earlier version of this Pension Plan is applicable.

* This Article II was adopted at the same time as a complete restatement of this Pension Plan was approved by the Board of Trustees in 1985. Post-1985 amendments of this restated Pension Plan are effective as of separate dates after 1985, as determined by the Board of Trustees at the time it adopts those plan amendments.

ARTICLE III BENEFIT CLASS

Section 3.01 BENEFIT CLASS OF A COLLECTIVE BARGAINING AGREEMENT

(a) A Collective Bargaining Agreement shall be acceptable only if such agreement requires a Contributing Employer to make Employer Contributions:

(1) on behalf of each Employee who receives compensation for any part of an applicable Contribution period; and

(2) in accordance with the billing and collection procedures established by the Board of Trustees; and

(3) at the same rate on behalf of all Employees in a Bargaining Unit, except as otherwise provided in Appendix J of this Pension Plan; and

(4) at the same rate or a higher rate than that which was in effect during the preceding 12 month period; and

(5) at Contribution rates at least equal to minimum Employer Contribution requirements adopted by the Board of Trustees and applicable to the Collective Bargaining Agreement, including the requirements stated in Appendix K-1 and Appendix K-2 of this Pension Plan; and

(6) for the entire term of such Collective Bargaining Agreement.

The Board of Trustees shall have the authority to reject any Collective Bargaining Agreement that fails to meet any of the requirements above.

(b) To maintain an existing Benefit Class, the Contribution rate in a Collective Bargaining Agreement must correspond to the Contribution Schedule adopted by the Board of Trustees for that Benefit Class.

(c) **No Collective Bargaining Agreement will be permitted to increase the Benefit Class of any Employee in a Bargaining Unit covered by that agreement, at any time after December 31, 2003, except to the extent of the following limited circumstances:**

(1) **Benefit Class increases will be permitted for any purpose, including eligibility for a Contributory Credit Pension (Section 4.04), a 25-And-Out Pension (Section 4.05) and a 30-And-Out Pension (Section 4.06), to the extent that the increase is based upon the terms of a Collective Bargaining Agreement which was accepted by the Pension Fund on a date prior to November 18, 2003, provided that no such Benefit Class increase will be permitted if it is based upon any amendment of the previously accepted agreement which is first received by the Pension Fund after November 17, 2003; and**

(2) **Benefit Class increases will be permitted at any time to establish eligibility for (only) a Twenty-Year Service Pension (Section 4.01), an Early Retirement Pension (Section 4.02), a Deferred Pension (Section 4.08) or a Twenty-Year Deferred Pension (Section 4.09); and**

(3) **if a Participant as of December 31, 2003, does not have Continuous Contributions and he has not as of that date ever received benefits from the Pension Fund, Benefit Class increases will be permitted at any time after December 31, 2003, to enable the Participant to restore only any Benefit Class he had earned and then lost before December 31, 2003, as a result of a One-Year Break-in-Service or a change in Bargaining Units, provided that the method of such restoration will be limited to calculations based upon the Non-Continuous Contribution Method specified in Section 3.03(b) and applied as of his Retirement Date.**

For any period prior to January 1, 2004 (and for the limited post-2003 exceptions specified in the preceding sentence), a Collective Bargaining Agreement can result in an increase of the Benefit Class of the Employees in the Bargaining Unit covered by that agreement to the next higher Benefit Class if the Contribution rate in the agreement corresponds to the Contribution Schedule adopted by the Board of Trustees for that next higher Benefit Class, provided that the increased Contribution rate must extend for at least 12 months during the term of the Collective Bargaining Agreement. For any period prior to January 1, 2004 (and for the limited post-2003 exceptions specified in the first sentence of this subsection [c]), the Benefit Class of a Collective Bargaining Agreement can result in an increase to the next higher Benefit Class only one time during a 12-month period, except that a one-time increase to higher than the next higher Benefit Class may be permitted if a Contributing Employer was making Contributions at a rate corresponding to Benefit Classes 15(A) or 15(B) and then entered into a Collective Bargaining Agreement requiring Contributions at rates corresponding to Benefit Classes 16(A), 16(B) and 16(C). This exception is described in Sections 4.01(b)(1)(B) and 4.06(c)(3)(A)(ii).

(d) The Board of Trustees has adopted the following 2 Schedules of Benefit Classes and Required Minimum Contribution Rates which are referred to as "Schedule A" and "Schedule B":

(1) SCHEDULE A

SCHEDULE A OF BENEFIT CLASSES
AND REQUIRED MINIMUM CONTRIBUTION RATES

Benefit Class	Maximum Twenty-Year Service Pension Benefits		Weekly Employer Contribution Rates
	57 through 59	Age 60 Plus	
(1)	$ 60	$ 60	$ 5.00
(2)	90	90	7.00
(2A)	125	125	9.00
(3)	140	170	11.00
(3A)	170	210	13.00
(4)	225	275	16.00
(5)	260	315	18.50
(6)	285	350	21.00
(7)	330	400	24.00
(8)	365	445	27.00
(9)	400	485	30.00
(10)	435	530	33.00
(11)	490	595	37.00
(12)	575	675	41.00
(13)	600	725	46.00
(14)	625	775	51.00

(2) SCHEDULE B

SCHEDULE B OF BENEFIT CLASSES AND REQUIRED MINIMUM WEEKLY CONTRIBUTION RATES

Benefit Class		Maximum Twenty-Year Service Pension Benefits Ages 57	58	59	60 through 64	65 Plus	Weekly Employer Contribution Rates
1		$ 60	$ 60	$ 60	$ 60	$ 60	$ 6.00
2		90	90	90	90	90	8.00
2	**(A)**	125	125	125	125	125	10.00
3		140	140	140	170	170	12.00
3	**(A)**	170	170	170	210	210	15.00
4		225	225	225	275	275	18.00
5		260	260	260	315	315	21.00
6		285	285	285	350	350	24.00
7		330	330	330	400	400	27.00
8		365	365	365	445	445	30.00
9		400	400	400	485	485	33.00
10		435	435	435	530	530	36.00
11		490	490	490	595	595	40.00
12		575	575	575	675	675	44.00
13		600	600	600	725	725	49.00
14		625	625	625	775	775	55.00
15							
	(A)	700	750	800	900	900	61.00
	(B)	700	750	800	900	900	65.00
	(C)	700	750	800	900	900	69.00
	(C)	700	750	800	900	900	73.00
16							
	(A)	700	750	800	900	1,100	79.00
	(B)	700	750	800	900	1,100	83.00
	(C)	700	750	800	900	1,100	85.00
17a							
	(A)	700	750	800	900	1,100	91.00
	(B)	700	750	800	900	1,100	100.00
	(C)	700	750	800	900	1,100	109.00
	(D)	700	750	800	900	1,100	118.00
17b							
	(A)	700	750	800	900	1,100	91.00
	(B)	700	750	800	900	1,100	100.00
	(C)	700	750	800	900	1,100	110.00
	(D)	700	750	800	900	1,100	124.00
18							
	(A)	700	750	800	900	1,100	122.00*
	(A)	700	750	800	900	1,100	124.00*
	(B)	700	750	800	900	1,100	136.00
	(C)	700	750	800	900	1,100	150.00
	(D)	700	750	800	900	1,100	158.00
	(E)	700	750	800	900	1,100	166.00
18+							
	(A)	700	750	800	900	1,100	150.00
	(B)	700	750	800	900	1,100	164.00
	(C)	700	750	800	900	1,100	172.00
	(D)	700	750	800	900	1,100	180.00

* If the Bargaining Unit is moving from Benefit Class 17a to Benefit Class 18, the weekly contribution rate for the first year is $122.00; otherwise it is $124.00

SCHEDULE B OF BENEFIT CLASSES AND REQUIRED MINIMUM DAILY CONTRIBUTION RATES

Benefit Class		Maximum Twenty-Year Service Pension Benefits Ages					Daily Employer Contribution Rates
		57	**58**	**59**	**60 through 64**	**65 Plus**	
15							
	(A)	$700	$750	$800	$900	$ 900	$13.00
	(B)	700	750	800	900	900	13.80
	(C)	700	750	800	900	900	14.60
16							
	(A)	700	750	800	900	1,100	16.60
	(B)	700	750	800	900	1,100	17.40
	(C)	700	750	800	900	1,100	17.80
17a							
	(A)	700	750	800	900	1,100	19.00
	(B)	700	750	800	900	1,100	20.80
	(C)	700	750	800	900	1,100	22.60
	(D)	700	750	800	900	1,100	24.40
17b							
	(A)	700	750	800	900	1,100	18.80
	(B)	700	750	800	900	1,100	20.60
	(C)	700	750	800	900	1,100	22.80
	(D)	700	750	800	900	1,100	25.60
18							
	(A)	700	750	800	900	1,100	25.20**
	(A)	700	750	800	900	1,100	25.60**
	(B)	700	750	800	900	1,100	28.00
	(C)	700	750	800	900	1,100	30.80
	(D)	700	750	800	900	1,100	32.40
	(E)	700	750	800	900	1,100	34.00
18+							
	(A)	700	750	800	900	1,100	30.80
	(B)	700	750	800	900	1,100	33.60
	(C)	700	750	800	900	1,100	35.20
	(D)	700	750	800	900	1,100	36.80

** If the Bargaining Unit is moving from Benefit Class 17a to Benefit Class 18, the daily contribution rate for the first year is $25.20; otherwise it is $25.60.

Benefit Class 18+ of a Participant must be based upon the Continuous Contribution Method and not upon the Non-Continuous Contribution Method or any other method.

(e) All references and cross references to Benefit Class 15 and higher shall include any or all of the Contribution rates designated (A), (B) and (C) for Benefit Class 15, (A), (B) and (C) for Benefit Class 16, (A), (B), (C) and (D) for Benefit Classes 17a and 17b unless a particular Contribution rate of a particular Benefit Class is specified, and (A), (B), (C), (D) and (E) for

Benefit Class 18 and 18+ unless a particular Contribution rate of a particular Benefit Class is specified.

(f) A Contributing Employer that makes Contributions under Benefit Class 17a shall, upon expiration of the Collective Bargaining Agreement providing for such Benefit Class, be permitted to continue Contributions under the highest rate of such Benefit Class or negotiate to a higher Benefit Class, but shall not be permitted to negotiate to Benefit Class 17b. A Contributing Employer that makes Contributions under Benefit Class 17b shall likewise be permitted to continue Contributions at the highest rate of such Benefit Class or move to a higher Benefit Class, but shall not be permitted to negotiate Benefit Class 17a.

(g) Benefit Classes 17a and 17b are parallel (equivalent) Benefit Classes with neither being lower or higher than the other. A Participant who moves from one of these Benefit Classes to the other as a result of a change in Bargaining Units shall have his Benefit Class determined by the provisions of Article III, Section 3.02(c).

(h) The Pension Fund shall not accept a Collective Bargaining Agreement or a renewal of a Collective Bargaining Agreement that switches from Schedule B Contribution rates to Schedule A Contribution rates.

(i) Any Contribution made at a rate which does not correspond to the Contribution rates for the Benefit Classes in (d)(1), or (d)(2), above, shall be treated as a Contribution made at the next lower Benefit Class.

(j) In addition to the Schedules of Benefit Classes and Required Minimum Contribution Rates (referred to as 'Schedule A' and 'Schedule B'), which are provided in (d), above, the Board of Trustees has adopted Appendix K-1 and Appendix K-2 of this Pension Plan (entitled 'MINIMUM EMPLOYER CONTRIBUTION REQUIREMENTS').

Section 3.02 CONTINUOUS CONTRIBUTIONS

(a) Contributions made on behalf of a Participant are Continuous Contributions if the following conditions are met:

(1) At least 250 weeks of Contributions are required to be made on his behalf where:

(A) the Contributions are not interrupted by the Participant having a One-Year Break-in-Service; and

(B) the Contributions are not interrupted by any period during which the Participant receives benefits from the Pension Fund; and

(C) the Contributions:

(i) prior to April 1,1991, are not interrupted by the Participant changing Bargaining Units and having

Contributions made on his behalf at a rate corresponding to a lower Benefit Class or a rate higher than the next higher Benefit Class; and

(ii) on or after April 1, 1991, are not interrupted by a Participant changing Bargaining Units and having Contributions made on his behalf at a rate corresponding to a lower or higher Benefit Class, except that, if he changes Bargaining Units as a result of his Contributing Employer ceasing business operations because of a bankruptcy, his Contributions shall remain Continuous Contributions unless made at a rate corresponding to a lower Benefit Class or to a Benefit Class higher than the next higher Benefit Class.

(2) The Participant meets at least one of the following requirements:

(A) he has at least a Year of Participation in each of the last 5 calendar years; or

(B) he has at least 150 weeks of Contributions in the last 5 calendar years.

(b) For purposes of (a) above, 5 days of Contributions required to be made on behalf of a Participant shall be considered equivalent to one week of Contributions.

(c) A Participant who has Continuous Contributions at Benefit Class 17a or 17b and who, as a result of a change in Bargaining Units, moves from one of these Benefit Classes to the other, shall be considered to have Continuous Contributions at the Benefit Class (17a or 17b) from which he moved unless and until he either: (1) moves to a Benefit Class lower than 17a or 17b, or (2) establishes Continuous Contributions at the Benefit Class of his new Bargaining Unit by having 250 weeks of Contributions made on his behalf after the date of his change in Bargaining Units.

(d) Contributions required to be made on behalf of a Participant may be disregarded and will not be considered Continuous Contributions if those Contributions cause the Participant to fail to meet the conditions of (a), above.

(e) All Continuous Contributions required to be made on behalf of a Participant shall be treated as having been made at the Benefit Class or Contribution rate corresponding to his last Continuous Contribution.

(f) A Participant whose Bargaining Unit was accepted according to the Acceptance Policies in Appendix G, shall not have Continuous Contributions and shall have his Benefit Class determined by Section 3.03(b) unless and until he has had at least 250 weeks of Contributions required to be made on his behalf according to (a), above.

Section 3.03 BENEFIT CLASS OF A PARTICIPANT

The Benefit Class of a Participant is determined by one of the following two methods:

(a) CONTINUOUS CONTRIBUTION METHOD: The Benefit Class of a Participant who had Continuous Contributions during his last 5 calendar years shall be the Benefit Class corresponding to the rate of his last weekly Continuous Contribution (or his last daily Continuous Contribution) in effect for at least his last 52 weeks of Contributory Service (except that the last rate will be for a shorter period [instead of his last 52 weeks] only in the following limited circumstances: it will be the rate in effect for his last 5 days of Contributory Service if his final Contributory Service ended before January 1, 2004; and it will be the rate in effect for his last 5 days of Contributory Service [or his last 10 days of Contributory Service in Benefit Class 17b, 18, or 18+] if the last rate was based upon the terms of a Collective Bargaining Agreement which was accepted by the Pension Fund on a date prior to January 1, 2004, and the agreement increased the Participant's Benefit Class to Benefit Class 15[A] or higher).

(b) NON-CONTINUOUS CONTRIBUTION METHOD: The Benefit Class of a Participant who did not have Continuous Contributions during his last 5 calendar years shall be determined as follows:

(1) The total dollar amount of Contributions made on behalf of the Participant during his last 250 weeks of Contributions is calculated by using the rates at which the Contributions were made where:

(A) 5 days of Contributions shall be equivalent to one week of Contributions and the dollar amount shall be the equivalent weekly Contribution; and

(B) the dollar amount of the earliest week of Contributions included in the 250 week period shall be multiplied by the fraction representing the portion of that week needed to make up the last week of the 250 weeks of Contributions.

(2) The dollar amount totaled in (1), above, is divided by 250 and rounded to the next highest whole dollar amount.

(3) One of the following two schedules is used:

(A) If the Participant's last 250 weeks of Contributions have been made only at Schedule B Contribution rates, the result of (2) above is compared to the **weekly** Contribution rates under Schedule B. If an exact match is found, the Benefit Class of the Participant is the Benefit Class corresponding to that weekly Contribution rate; otherwise, the Benefit Class of the Participant is the Benefit Class corresponding to the next lower weekly Contribution rate. <u>SPECIAL BENEFIT CLASS 17a AND 17b RULE</u>: In the event the result of (2), above, matches the weekly Contribution rates under both Benefit Classes 17a and 17b, the Benefit Class of the Participant shall be Benefit

Class 17a if he has had more Contributions made on his behalf at Benefit Class 17a than at Benefit Class 17b, or Benefit Class 17b if he has had more Contributions made on his behalf at Benefit Class 17b than at Benefit Class 17a. If the Contributions made on behalf of the Participant are equally divided between Benefit Classes 17a and 17b, or if he has never had Contributions made on his behalf at either of these classes, his Benefit Class shall be the Benefit Class, either 17a or 17b, that provides him with the greatest benefit. In no event, shall the resulting Benefit Class of the Participant exceed the highest Benefit Class for which Contributions were made on his behalf during his last 250 weeks of Contributions.

(B) If any of the Participant's last 250 weeks of Contributions have been made at Schedule A rates, the result of (2) above is compared to the **weekly** Contribution rates under Schedule A or Schedule B, whichever produces the greatest benefit. If an exact match is found, the Benefit Class of the Participant is the Benefit Class corresponding to that weekly Contribution rate; otherwise, the Benefit Class of the Participant is the Benefit Class corresponding to the next lower **weekly** Contribution rate. SPECIAL BENEFIT CLASS 17a AND 17b RULE: In the event the result of (2), above, matches the weekly Contribution rates under both Benefit Classes 17a and 17b, the Benefit Class of the Participant shall be Benefit Class 17a if he has had more Contributions made on his behalf at Benefit Class 17a than at Benefit Class 17b, or Benefit Class 17b if he has had more Contributions made on his behalf at Benefit Class 17b than at Benefit Class 17a. If the Contributions made on behalf of the Participant are equally divided between Benefit Classes 17a and 17b, or if he has never had Contributions made on his behalf at either of these classes, his Benefit Class shall be the Benefit Class, either 17a or 17b, that provides him with the greatest benefit. In no event, shall the resulting Benefit Class of a Participant exceed the highest Benefit Class for which Contributions were made on his behalf during his last 250 weeks of Contributions.

(4) A Participant who has not had at least 250 weeks of Contributions made on his behalf, shall have his Benefit Class determined according to (b)(1), (2) and (3) above, except that:

(A) The total dollar amount of all Contributions made on his behalf shall be used in lieu of the total dollar amount of his last 250 weeks of Contributions; and

(B) The number of weeks of Contributions made on his behalf shall be used in lieu of 250.

Section 3.04 BENEFIT CLASS MAINTENANCE

(a) A Participant who changes Bargaining Units and becomes covered by a Collective Bargaining Agreement requiring Contributions at a lower or higher Benefit Class shall have a period of "temporary maintenance" during which he (and any individual claiming benefits because of his death) shall be eligible to have benefits determined by his Benefit Class before his change of Bargaining Units.

(b) The period of "temporary maintenance" in (a), above, shall end on the earlier of:

(1) the end of the 5th calendar year following the last calendar year in which the Participant had at least 20 weeks of Contributions made on his behalf at his Benefit Class before his change in Bargaining Units; or

(2) the date the Participant first becomes eligible for a Twenty-Year Service Pension, Early Retirement Pension, Deferred Pension or Twenty-Year Deferred Pension, except that, a Participant who is already eligible for one of these benefits at the time he changes Bargaining Units shall <u>not</u> have any temporary maintenance.

ARTICLE IV RETIREMENT PENSION BENEFITS

Section 4.01 TWENTY-YEAR SERVICE PENSION

(a) To become eligible for a Twenty-Year Service Pension, an Active Participant must meet each of the following requirements at the time he stops working in Covered Service or becomes an Inactive Participant:

(1) he must have reached at least his 57th birthday; and

(2) he must have at least 20 years of Service Credit; and

(3) he must have met the Minimum Contribution Requirement.

(b) The monthly amount of the Twenty-Year Service Pension is determined by the Benefit Class of a Participant and by his age, except that, in addition to his Benefit Class and age, he will not become eligible for the $1,100 age 65 monthly amount unless and until he meets the following requirements:

(1) he has, on or after April 1, 1991, at least 5 days or one week of Employer Contributions (<u>and not Self-Contributions</u>) made on his behalf at a rate corresponding to Benefit Class 16(A) or higher and:

(A) his Contributing Employer previously made Contributions at a rate corresponding to Benefit Class 15(C) or higher and his current Benefit Class, determined according to Section 3.03(a), is (16A) or higher; or

(B) his Contributing Employer previously made Contributions at a rate corresponding to either Benefit Class 15(A) or 15(B) <u>but not</u> Benefit Class 15(C), his current Benefit Class, determined according to Section 3.03(a), is 16(A) or higher and his Contributing Employer has been making Contributions at a rate corresponding to Benefit Class 16(A) or higher for at least 12 months preceding his Retirement Date; or

(C) his Benefit Class, determined according to Section 3.03(b), is 16(A) or higher; and

(2) he is covered by a Collective Bargaining Agreement requiring his Contributing Employer to begin making Contributions at a rate corresponding to at least Benefit Class 16(C) no later than 24 months after the date the last Contribution is made on his behalf.

(c) The monthly amount of the Twenty-Year Service Pension payable to a Participant shall never be less than the monthly amount of any other retirement benefit he was eligible to receive from this Pension Fund at the end of any preceding calendar year.

(d) Subject to the Rules and Procedures for Suspension of Benefits (as described in Section 4.13), the Contributory Service After Retirement

Date or After Disability (as described in Section 4.14) and the Benefits Claim Filing Procedures (as described in Section 7.14), the Twenty-Year Service Pension becomes payable to a Participant on the 1st day of the month following the month in which his age was calculated according to (b), above, except that, a Participant whose Retirement Date follows the date on which his age was calculated, shall have his Twenty-Year Service Pension become payable on the 1st day of the month following his Retirement Date.

(e) The Pension Fund is not liable for benefits based upon this Section 4.01 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 4.02 EARLY RETIREMENT PENSION

(a) To become eligible for an Early Retirement Pension, an Active Participant must meet **one** of the following **two** requirements at the time he stops working in Covered Service or becomes an Inactive Participant:

(1) If the Participant has not reached his 50th birthday:

(A) he must have at least 30 years of Service Credit; and

(B) he must have met the Minimum Contribution Requirement.

(2) If the Participant has reached at least his 50th birthday:

(A) he must have at least 20 years of Service Credit; and

(B) he must have met the Minimum Contribution Requirement.

(b) The monthly amount of the Early Retirement Pension is a reduced Twenty-Year Service Pension determined by the Benefit Class of a Participant and by his age. A Participant may choose to have his age calculated as of any date which does not precede his Retirement Date or extend beyond the date he becomes an Inactive Participant, except that, a Participant who becomes an Inactive Participant prior to his Retirement Date and who does not again become an Active Participant shall have his age determined as of the date he became an Inactive Participant. The reduction is ½ of 1% for each month the Participant's Retirement Date precedes his 57th birthday, and is applied to the age 57 amount of his Benefit Class.

(c) The monthly amount of the Early Retirement Pension payable to a Participant shall never be less than the monthly amount of any other retirement benefit he was eligible to receive from this Pension Fund at the end of any preceding calendar year.

(d) Subject to the Rules and Procedures for Suspension of Benefits (as described in Section 4.13), the Contributory Service After Retirement Date or After Disability (as described in Section 4.14) and the Benefits Claim Filing Procedures (as described in Section 7.14), the Early Retirement Pension becomes payable to a Participant on the 1st day of the month following the month in which his age was calculated according

to (b), above, except that, a Participant whose Retirement Date follows the date on which his age was calculated, shall have his Early Retirement Pension become payable on the 1st day of the month following his Retirement Date.

(e) The Pension Fund is not liable for benefits based upon this Section 4.02 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 4.03 CONTRIBUTION-BASED PENSION

(a) To become eligible for a Contribution-Based Pension, a Participant must meet each of the following requirements:

(1) he must be a Vested Participant; and

(2) he must not have received payment of any benefit from this Pension Fund before January 1, 1987, except that, this requirement shall be waived if a Pensioner, after his Retirement Date, becomes employed by a Contributing Employer and meets the requirements of Article IV, Section 4.14(a).

(b) Subject to sub-section (d), below, the Contribution-Based Pension of a Participant is his Accrued Benefit as determined in Article I, Section 1.01(b).

(c) For purposes of determining the amount of his Contribution-Based Pension, a Vested Participant may choose to have his age calculated as of any date which does not precede his Retirement Date.

(d) The monthly amount of the Contribution-Based Pension payable to a Vested Participant is either:

(1) the amount calculated in (b), above if:

(A) the Vested Participant has reached at least his 62nd birthday and has at least 20 years of Service Credit; or

(B) the Vested Participant has reached at least his 65th birthday and has less than 20 years of Service Credit; or

(2) the amount calculated in (b), above, reduced by ½ of 1% for each month the age of a Vested Participant precedes his:

(A) 62nd birthday if he has at least 20 years of Service Credit; or

(B) 65th birthday if he has less than 20 years of Service Credit.

(e) Subject to the Rules and Procedures for Suspension of Benefits (as described in Section 4.13), the Contributory Service After Retirement Date or After Disability (as described in Section 4.14) and the Benefits Claim Filing Procedures (as described in Section 7.14), the Contribution-Based Pension becomes payable to a Participant on the 1st day of the

month following the month in which his age was calculated according to (c), above.

(f) The Pension Fund is not liable for benefits based upon this Section 4.03 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 4.04 CONTRIBUTORY CREDIT PENSION

(a) **The benefit described in this Section 4.04 is preserved, protected and limited as of December 31, 2003, to the extent described in this subsection (a).** Contributory Service Credit for any time period after December 31, 2003, will be disregarded, in determining eligibility for and the amount of a Contributory Credit Pension, except as otherwise provided in this subsection (a). For any Participant who has Contributory Service Credit both before and after December 31, 2003, the eligibility and amount of a Contributory Credit Pension will be determined in accordance with the following standards:

(1) The total of the Participant's Contributory Service Credit before, on and after December 31, 2003, will be included in the determination whether the Participant has the minimum years of Contributory Service Credit required to qualify for this benefit and, if he does, and if he satisfies all other eligibility requirements for a Contributory Credit Pension, his monthly share of the applicable benefit amount will equal a fraction of that amount, the numerator being the total years of his Contributory Service Credit as of December 31, 2003, and the denominator being the total of the Participant's Contributory Service Credit before, on and after December 31, 2003, provided that the denominator does not exceed the minimum years for the applicable benefit amount ("applicable benefit amount", for this calculation, means the amount in subsection [b] that is applicable to the Participant); and

(2) The Benefit Class of the Participant, for purposes of a Contributory Credit Pension, will be determined as of December 31, 2003, unless any of the limited post-2003 exceptions specified in Section 3.01(c) is applicable; and

(3) The age of the Participant, for purposes of a Contributory Credit Pension, will be his age on his Retirement Date or the earlier date on which he has became an Inactive Participant, in accordance with subsection (c); and

(4) The Participant will also be entitled to receive, in addition to his share of a Contributory Credit Pension, a partial Contribution-Based Pension provided by Section 4.03, except that this partial benefit will be based solely upon his Contributory Service Credit on and after January 1, 2004.

(b) A Contributory Credit Pension is available to a Participant who is eligible for a benefit under Benefit Class 15 or higher in accordance with the following:

(1) **<u>Benefit Classes 15(A) and 15(B)</u>:**

(A) A Participant shall qualify for a Contributory Credit Pension under Benefit Classes 15(A) or 15(B), if he meets each of the requirements as follows:

(i) He must be an Active Participant as of December 31, 1986 or any later calendar year; and

(ii) His Benefit Class must be 15(A) or 15(B); and

(iii) He must, before becoming an Inactive Participant for the last time, reach his 60th birthday; and

(iv) He must have a Retirement Date which is on or after his 60th birthday; and

(v) He must have at least 25 years of Contributory Service Credit; and

(vi) He must not have received payment of any benefit from this Pension Fund before January 1, 1987, except that, this requirement shall be waived if a Pensioner, after his Retirement Date, becomes employed by a Contributing Employer and meets the requirements of Section 4.14(a).

(B) A Participant who meets the requirements (1)(A), above, shall receive a Contributory Credit Pension in a monthly amount determined as follows:

(i) If his Benefit Class is 15(A), he shall receive a benefit according to the following:

Age at Retirement Date	**25 Years of Contributory Service Credit**	**30 Years of Contributory Service Credit**
60	$ 950	$1,050
61	950	1,050
62	1,050	1,125
63	1,050	1,125
64	1,050	1,125
65 and over	1,125	1,250

(ii) If his Benefit Class is 15(B), he shall receive a benefit according to the following:

Age at Retirement Date	**25 Years of Contributory Service Credit**	**30 Years of Contributory Service Credit**
60	$1,000	$1,100
61	1,000	1,100
62	1,100	1,250
63	1,100	1,250
64	1,100	1,250
65 and over	1,250	1,500

(2) **<u>Benefit Class 15(C)</u>:**

(A) A Participant shall qualify for a Contributory Credit Pension under Benefit Class 15(C), if he meets each of the requirements as follows:

(i) He has, on or after April 1, 1988, at least 5 days or one week of Employer Contributions **<u>(and not Self-Contributions)</u>** made on his behalf after that date at a rate corresponding to Benefit Class 15(C); and

(ii) His Benefit Class is 15(C); and

(iii) He reaches his 57th birthday before becoming an Inactive Participant for the last time; and

(iv) He has a Retirement Date that is on or after his 57th birthday; and

(v) He has at least 25 years of Contributory Service Credit; and

(vi) He has not received payment of any benefit from this Pension Fund, except that, this requirement shall be waived if a Pensioner, after his Retirement Date, becomes reemployed by a Contributing Employer and meets the requirements of Section 4.14(a).

(B) A Participant who meets the requirements of (2)(A), above, shall receive a Contributory Credit Pension in a monthly amount determined as follows:

(i) If the Participant stops working on or after April 1, 1988, he shall receive a benefit according to the following:

Age at Retirement Date	With 25 Years of Contributory Service Credit	With 30 Years of Contributory Service Credit
57 through 59	$ 900	$1,125
60 through 61	$1,125	$1,350
62 through 64	$1,225	$1,500
65 and over	$1,375	$1,750

(ii) If the Participant stops working on or after April 1, 1989 and had at least 5 days or one week of Employer Contributions **(and not Self-Contributions)** made on his behalf after that date under a Collective Bargaining Agreement requiring Contributions at a rate corresponding to Benefit Class 15(C) for the 12 month period preceding his Retirement Date, he shall receive a benefit according to the following:

Age at Retirement Date	With 25 Years of Contributory Service Credit	With 30 Years of Contributory Service Credit
57 through 59	$1,000	$1,250
60 through 61	$1,250	$1,600
62 through 64	$1,350	$1,750
65 and over	$1,500	$2,000

(3) **Benefit Class 16:**

(A) A Participant shall qualify for a Contributory Credit Pension under Benefit Class 16, if he meets each of the requirements as follows:

(i) He has, on or after April 1, 1991, at least 5 days or one week of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 16(A) or higher and;

(aa) His Contributing Employer previously made Contributions at a rate corresponding to Benefit Class 15(C) or higher and his current Benefit Class, determined according to Section 3.03(a), is 16(A) or higher; or

(bb) His Contributing Employer previously made Contributions at a rate corresponding to either Benefit Class 15(A) or 15(B) but not Benefit Class 15(C) or higher, his current Benefit Class, determined according to Section 3.03(a), is 16(A) or higher and his Contributing Employer has been making Contributions at a rate corresponding to

Benefit Class 16(A) or higher for at least 12 months preceding his Retirement Date; or

(cc) His Benefit Class, determined according to Section 3.03(b), is 16(A) or higher; and

(ii) He is covered by a Collective Bargaining Agreement which requires his Contributing Employer to begin making Contributions at a rate corresponding to at least Benefit Class 16(C) no later than 24 months after the date the last Contribution is made on his behalf; and

(iii) He reaches his 57th birthday before becoming an Inactive Participant for the last time; and

(iv) He has a Retirement Date that is on or after his 57th birthday; and

(v) He has at least 20 years of Contributory Service Credit; and

(vi) He has not received payment of any benefit from this Pension Fund, except that, this requirement shall be waived if a Pensioner, after his Retirement Date, becomes reemployed by a Contributing Employer and meets the requirements of Section 4.14(a).

(B) A Participant who meets the requirements of (3)(A), above, shall receive a Contributory Credit Pension in a monthly amount determined by the following:

Age at Retirement Date	With 20 Years of Contributory Credit	With 25 Years of Contributory Credit	With 30 Years of Contributory Credit
57	$ 900	$1,200	$2,000
58	950	1,300	2,000
59	1,000	1,400	2,000
60	1,050	1,500	2,000
61	1,100	1,600	2,100
62	1,200	1,700	2,200
63	1,300	1,800	2,300
64	1,400	1,900	2,400
65	1,500	2,000	2,500

(4) **Benefit Class 17a**

(A) A Participant shall qualify for a Contributory Credit Pension under Benefit Class 17a, if he meets each of the requirements as follows:

(i) He has, on or after August 1, 1993, at least 100 days or 20 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 17a; and

(ii) His Benefit Class is 17a; and

(iii) He has, **excluding any Contributory Service Credit he earned from Self-Contributions he made for a period preceding January 1, 1994, other than a Temporary Medical Absence Period (as defined in Section 1.09(b)),** at least 25 years of Contributory Service Credit; and

(iv) He meets, **excluding any Contributory Service Credit he earned from Self-Contributions he made for a period preceding January 1, 1994, other than a Temporary Medical Absence Period (as defined in Section 1.09(b)),** the Contributory Service Credit requirement for the benefit amount he wishes to receive; and

(v) He has not received payment of any benefit from this Pension Fund, except that, this requirement shall be waived if a Pensioner, after his Retirement Date, becomes reemployed by a Contributing Employer and meets the requirements of Section 4.14(a).

(B) A Participant who meets the requirements of (4)(A), above, shall receive a Contributory Credit Pension in a monthly amount determined by the following:

YEARS OF CONTRIBUTORY SERVICE CREDIT

Age at Retirement Date	**25**	**26**	**27**	**28**	**29**	**30**	**31**	**32**	**33**	**34**	**35**
50 (and under)	1500	1500	1500	1500	1500	2000	2100	2200	2300	2400	2500
51	1500	1500	1500	1500	1500	2000	2100	2200	2300	2400	2500
52	1500	1500	1500	1500	1500	2000	2100	2200	2300	2400	2500
53	1500	1500	1500	1500	1500	2000	2100	2200	2300	2400	2500
54	1500	1500	1500	1500	1500	2000	2100	2200	2300	2400	2500
55	1500	1500	1500	1500	1500	2000	2100	2200	2300	2400	2500
56	1500	1600	1600	1600	1600	2000	2100	2200	2300	2400	2500
57	1500	1600	1700	1700	1700	2000	2100	2200	2300	2400	2500
58	1500	1600	1700	1800	1800	2000	2100	2200	2300	2400	2500
59	1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	2500
60	1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	2500
61	1600	1600	1700	1800	1900	2100	2100	2200	2300	2400	2500
62	1700	1700	1700	1800	1900	2200	2200	2200	2300	2400	2500
63	1800	1800	1800	1800	1900	2300	2300	2300	2300	2400	2500
64	1900	1900	1900	1900	1900	2400	2400	2400	2400	2400	2500
65	2000	2000	2000	2000	2000	2500	2500	2500	2500	2500	2500

(5) **Benefit Class 17b**

(A) A Participant shall qualify for a Contributory Credit Pension under Benefit Class 17b, if he meets each of the requirements as follows:

(i) He has, on or after April 1, 1994, at least 10 days or 2 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 17b or if he is employed as a casual Employee or changes Contributing Employers (but not Bargaining Units) on or after such date, he has at least 100 days or 20 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 17b; and

(ii) His Benefit Class is 17b; and

(iii) He has, **excluding any Contributory Service Credit he earned from Self-Contributions he made for a period preceding January 1, 1994, other than a Temporary Medical Absence Period (as defined in Section 1.09(b)),** at least 30 years of Contributory Service Credit, or has reached at least age 55 before becoming an Inactive Participant, and has, **excluding any Contributory Service Credit he earned from Self-Contributions he made for a period preceding January 1, 1994, other than a Temporary Medical Absence Period (as defined in Section 1.09(b)),** at least 25 years of Contributory Service Credit; and

(iv) He meets, **excluding any Contributory Service Credit he earned from Self-Contributions he made for a period preceding January 1, 1994, other than a Temporary Medical Absence Period (as defined in Section 1.09(b)),** the Contributory Service Credit requirement for the benefit amount he wishes to receive; and

(v) He has not received payment of any benefit from this Pension Fund, except that, this requirement shall be waived if a Pensioner, after his Retirement Date, becomes reemployed by a Contributing Employer and meets the requirements of Section 4.14(a).

(B) A Participant who meets the requirements of (5)(A), above, shall receive a Contributory Credit Pension in a monthly amount determined by the following:

Age at Retirement Date	YEARS OF CONTRIBUTORY SERVICE CREDIT 25	26	27	28	29	30	31	32	33	34	35
50 (and under)	EARLY RETIREMENT PENSION					2500	2600	2700	2800	2900	3000
51	IS PAID FOR THESE AGE AND					2500	2600	2700	2800	2900	3000
52	SERVICE COMBINATIONS					2500	2600	2700	2800	2900	3000
53						2500	2600	2700	2800	2900	3000
54						2500	2600	2700	2800	2900	3000
55	1500	1500	1500	1500	1500	2500	2600	2700	2800	2900	3000
56	1500	1600	1600	1600	1600	2500	2600	2700	2800	2900	3000
57	1500	1600	1700	1700	1700	2500	2600	2700	2800	2900	3000
58	1500	1600	1700	1800	1800	2500	2600	2700	2800	2900	3000
59	1500	1600	1700	1800	1900	2500	2600	2700	2800	2900	3000
60	1500	1600	1700	1800	1900	2500	2600	2700	2800	2900	3000
61	1600	1600	1700	1800	1900	2500	2600	2700	2800	2900	3000
62	1700	1700	1700	1800	1900	2500	2600	2700	2800	2900	3000
63	1800	1800	1800	1800	1900	2500	2600	2700	2800	2900	3000
64	1900	1900	1900	1900	1900	2500	2600	2700	2800	2900	3000
65	2000	2000	2000	2000	2000	2500	2600	2700	2800	2900	3000

(c) For purposes of determining the amount of his Contributory Credit Pension, a Participant may choose to have his age calculated as of any date which does not precede his Retirement Date or extend beyond the date he becomes an Inactive Participant, except that, a Participant who becomes an Inactive Participant prior to his Retirement Date, and who does not again become an Active Participant, shall have his age determined as of the date he became an Inactive Participant.

(d) Subject to the Rules and Procedures for Suspension of Benefits (as described in Section 4.13), the Contributory Service After Retirement Date or After Disability (as described in Section 4.14) and the Benefits Claim Filing Procedures (as described in Section 7.14), the Contributory Credit Pension becomes payable to a Participant on the 1st day of the month following the month in which his age was calculated according to (b), above, except that, a Participant whose Retirement Date follows the date on which his age was calculated, shall have his Contributory Credit Pension become payable on the 1st day of the month following his Retirement Date.

(6) **Benefit Class 18**

(A) A Participant shall qualify for a Contributory Credit Pension under Benefit Class 18, if he meets each of the requirements as follows:

(i) He has, on or after August 1, 1997, at least 10 days or 2 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 18 or, if he is employed as a casual Employee or changes Contributing Employers (but not Bargaining Units) on or after such date, he has at least 100 days or 20 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 18; and

(ii) His Benefit Class is 18; and

(iii) He meets, **excluding any Contributory Service Credit he earned from Self-Contributions he made for a period preceding January 1, 1994, other than a Temporary Medical Absence Period (as defined in Section 1.09(b)),** the Contributory Service Credit requirement for the benefit amount he wishes to receive; and

(iv) He has not received payment of any benefit from this Pension Fund, except that, this requirement shall be waived if a Pensioner, after his Retirement Date, becomes reemployed by a Contributing Employer and meets the requirements of Section 4.14(a).

(B) A Participant who meets the requirements of (6)(A), above, shall receive a Contributory Credit Pension in a monthly amount determined by the following:

YEARS OF CONTRIBUTORY SERVICE CREDIT

Age at Retirement Date	**20-24**	**25**	**26**	**27**	**28**	**29**	**30**	**31**	**32**	**33**	**34**	**35**
Any Age	-	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500
50	650	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500
51	700	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500
52	750	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500
53	800	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500
54	850	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500

YEARS OF CONTRIBUTORY SERVICE CREDIT

Age at Retirement Date	20-24	25	26	27	28	29	30	31	32	33	34	35
55	900	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500
56	950	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500
57	1000	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
58	1050	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
59	1100	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
60	1150	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
61	1200	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
62	1300	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
63	1400	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
64	1500	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
65	2000	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500

(7) **Benefit Class 18+**

(A) A Participant shall qualify for Contributory Credit Pension under Benefit Class 18+, if he meets each of the requirements as follows:

(i) He has, on or after June 1, 1998, at least 10 days or 2 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 18+ or, if he is employed as a casual Employee or changes Contributing Employers (but not Bargaining Units) on or after such date, he has at least 100 days or 20 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 18+; and

(ii) His Benefit Class is 18+; and

(iii) He meets **excluding any Contributory Service Credit he earned from Self-Contributions he made for a period preceding January 1, 1994, other than a Temporary Medical Absence Period (as defined in Section 1.09(b)),** the Contributory Service Credit requirement for the benefit amount he wishes to receive; and

(iv) He has not received payment of any benefit from this Pension Fund, except that, this requirement

shall be waived if a Pensioner, after his Retirement Date, becomes reemployed by a Contributing Employer and meets the requirements of Section 4.14(a).

(B) A Participant who meets the requirements of (7)(A), above, shall receive a Contributory Credit Pension in a monthly amount determined by the following:

YEARS OF CONTRIBUTORY SERVICE CREDIT

Age at Retirement Date	**20-24**	**25**	**26**	**27**	**28**	**29**	**30**	**31**	**32**	**33**	**34**	**35**
Any Age	-	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500
50	650	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500
51	700	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500
52	750	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500
53	800	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500
54	850	2000	2100	2200	2300	2400	3000	3100	3200	3300	3400	3500
55	900	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
56	950	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
57	1000	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
58	1050	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
59	1100	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
60	1150	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
61	1200	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
62	1300	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
63	1400	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
64	1500	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500
65	2000	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500

(e) The Pension Fund is not liable for benefits based upon this Section 4.04 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 4.05 25-AND-OUT PENSION - BENEFIT CLASS 17a, 18 and 18+ ONLY

(a) **<u>The benefit described in this Section 4.05 is preserved, protected and limited as of December 31, 2003, to the extent described in this subsection (a)</u>**. Contributory Service Credit for any time period after December 31, 2003, will be disregarded, in determining eligibility for and the amount of a 25-And-Out Pension, except as otherwise provided in this subsection (a). For any Participant who has Contributory Service Credit both before and after December 31, 2003, the eligibility and amount of a 25-And-Out Pension will be determined in accordance with the following standards:

(1) The total of the Participant's Contributory Service Credit before, on and after December 31, 2003, will be included in the determination whether the Participant has the minimum 25 years of Contributory Service Credit required to qualify for this benefit and, if he does, and if he satisfies all other eligibility requirements for a 25-And-Out Pension, his monthly share of the applicable benefit amount (either $1,500 or $2,000, whichever applies) will equal a fraction of that amount, the numerator being the total years of his Contributory Service Credit as of December 31, 2003, and the denominator being 25 years; and

(2) The Benefit Class of the Participant, for purposes of a 25-and-Out Pension, will be determined as of December 31, 2003, unless any of the limited post-2003 exceptions specified in Section 3.01(c) is applicable; and

(3) The Participant will also be entitled to receive, in addition to his share of a 25-And-Out Pension, a partial Contribution-Based Pension provided by Section 4.03, except that this partial benefit will be based solely upon his Contributory Service Credit on and after January 1, 2004.

(b) A Participant shall qualify for a 25-And-Out Pension under Benefit Class 17a, in a monthly amount of $1,500, if he meets each of the following requirements:

(1) He has, on or after August 1, 1993, at least 100 days or 20 weeks of Employer Contributions **<u>(and not Self-Contributions)</u>** made on his behalf under Benefit Class 17a; and

(2) His Benefit Class is 17a; and

(3) He has, **<u>excluding any Contributory Service Credit he earned from Self-Contributions he made for a period preceding January 1, 1994, other than a Temporary Medical Absence Period (as defined in Section 1.09(b))</u>,** at least 25 years of Contributory Service Credit; and

(4) He has not received payment of any benefit from this Pension Fund, except that, this requirement shall be waived if a Pensioner, after his Retirement Date, becomes reemployed by a Contributing Employer and meets the requirements of Section 4.14(a).

(c) A Participant shall qualify for a 25-And-Out Pension under Benefit Class 18 or 18+, in a monthly amount of $2,000, if he meets each of the following requirements:

(1) He has had at least 10 days or 2 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 18 or 18+ or, if he is employed as a casual Employee or changes Contributing Employers (but not Bargaining Units) on or after such date, he has at least 100 days or 20 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 18 or 18+; and

(2) His Benefit Class is 18 or 18+; and

(3) He has, **excluding any Contributory Service Credit he earned from Self-Contributions he made for a period preceding January 1, 1994, other than a Temporary Medical Absence Period (as defined in Section 1.09(b)),** at least 25 years of Contributory Service Credit; and

(4) He has not received payment of any benefit from this Pension Fund, except that, this requirement shall be waived if a Pensioner, after his Retirement Date, becomes reemployed by a Contributing Employer and meets the requirements of Section 4.14(a).

(d) Subject to the Rules and Procedures for Suspension of Benefits (as described in Section 4.13), the Contributory Service After Retirement Date or After Disability (as described in Section 4.14) and the Benefits Claim Filing Procedures (as described in Section 7.14), a Participant may elect to have his 25-And-Out Pension become payable on the 1st day of the month following his Retirement Date.

(e) A Participant who has stopped working in Covered Service may not elect to have his 25-And-Out Pension become payable later than the 1st day of the month following his Normal Retirement Date.

(f) The 25-And-Out Pension a Participant becomes qualified to receive shall be his minimum monthly retirement benefit from this Pension Fund.

(g) The Pension Fund is not liable for benefits based upon this Section 4.05 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 4.06 30-AND-OUT PENSION - SCHEDULE B BENEFIT ONLY

(a) **The benefit described in this Section 4.06 is preserved, protected and limited as of December 31, 2003, to the extent described in this subsection (a).** Contributory Service Credit for any time period after December 31, 2003, will be disregarded, in determining eligibility for and the amount of a 30-and-Out Pension, except as otherwise provided in this subsection (a). For any Participant who has Contributory Service Credit both before and after December 31, 2003, the eligibility and amount of a 30-And-Out Pension will be determined in accordance with the following standards:

(1) The total of the Participant's Contributory Service Credit before, on and after December 31, 2003, will be included in the determination whether the Participant has the minimum 30 years of Contributory Service Credit required to qualify for this benefit and, if he does, and if he satisfies all other eligibility requirements for a 30-And-Out Pension, his monthly share of the applicable benefit amount will equal a fraction of that amount, the numerator being the total years of his Contributory Service Credit as of December 31, 2003, and the denominator being 30 years ("applicable benefit amount", for this calculation, means the amount in subsection [c] that is applicable to the Participant); and

(2) The Benefit Class of the Participant, for purposes of a 30-And-Out Pension, will be determined as of December 31, 2003, unless any of the limited post-2003 exceptions specified in Section 3.01(c) is applicable; and

(3) The Participant will also be entitled to receive, in addition to his share of a 30-And-Out Pension, a partial Contribution-Based Pension provided by Section 4.03, except that this partial benefit will be based solely upon his Contributory Service Credit on and after January 1, 2004.

(b) A Participant shall qualify for a 30-And-Out Pension if he meets each of the following requirements:

(1) He has at least 30 years of Contributory Service Credit; and

(2) He has at least 5 days or one week of Contributions made on his behalf at Schedule B rates; and

(3) He has not received payment of any benefit from this Pension Fund, except that, this requirement shall be waived if a Pensioner, after his Retirement Date, becomes reemployed by a Contributing Employer and meets the requirements of Section 4.14(a).

(c) A Participant who is eligible for a 30-And-Out Pension shall receive a benefit in a monthly amount determined as follows:

(1) He shall receive a 30-And-Out Pension in a monthly amount equal to the age 60 Twenty-Year Service Pension corresponding to his Benefit Class if his Benefit Class is below 15(A) and he is covered

by a Collective Bargaining Agreement which contains a commitment for Schedule B rates.

(2) He shall receive a 30-And-Out Pension in a monthly amount of $1,000 if his Benefit Class is 15 or if his Benefit Class is 16(A) or higher and he fails to meet the requirements of (3), (4) and (5) below.

(3) He shall receive a 30-And-Out Pension in a monthly amount of $2,000 if he meets each of the following requirements:

(A) He has, on or after April 1, 1991, at least 5 days or one week of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 16(A) or higher, and;

(i) His Contributing Employer previously made Contributions at a rate corresponding to Benefit Class 15(C) or higher and his current Benefit Class, determined according to Section 3.03(a), is 16(A) or higher; or

(ii) His Contributing Employer previously made Contributions at a rate corresponding to either Benefit Class 15(A) or 15(B) **but not** Benefit Class 15(C), his current Benefit Class, determined according to Section 3.03(a), is 16(A) or higher and his Contributing Employer has been making Contributions at a rate corresponding to Benefit Class 16(A) or higher for at least 12 months preceding his Retirement Date; or

(iii) His Benefit Class, determined according to Section 3.03(b), is 16(A) or higher; and

(B) He is covered by a Collective Bargaining Agreement which requires his Contributing Employer to begin making Contributions at a rate corresponding to at least Benefit Class 16(C) no later than 24 months after the date the last Contribution is made on his behalf.

(4) He shall receive a 30-And-Out Pension in a monthly amount of $2,500 if he meets each of the following requirements:

(A) He has had, on or after April 1, 1994, at least 10 days or 2 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 17b or if he is employed as a casual Employee or changes Contributing Employers (but not Bargaining Units) on or after such date, he has at least 100 days or 20 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 17b; and

(B) His Benefit Class is 17b; and

(C) He has, **excluding any Contributory Service Credit he earned from Self-Contributions he made for a period preceding January 1, 1994, other than a Temporary Medical Absence Period (as defined in Section 1.09(b)),** at least 30 years of Contributory Service Credit.

(5) He shall receive a 30-And-Out Pension in a monthly amount of $3,000 if he meets each of the following requirements:

(A) He has had at least 10 days or 2 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 18 or 18+ or, if he is employed as a casual Employee or changes Contributing Employers (but not Bargaining Units) on or after such date, he has at least 100 days or 20 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 18 or 18+; and

(B) His Benefit Class is 18 or 18+; and

(C) He has, **excluding any Contributory Service Credit he earned from Self-Contributions he made for a period preceding January 1, 1994, other than a Temporary Medical Absence Period (as defined in Section 1.09(b)),** at least 30 years of Contributory Service Credit.

(d) Subject to the Rules and Procedures for Suspension of Benefits (as described in Section 4.13), the Contributory Service After Retirement Date or After Disability (as described in Section 4.14) and the Benefits Claim Filing Procedures (as described in Section 7.14), a Participant may elect to have his 30-And-Out Pension become payable on the 1st day of any month following his Retirement Date.

(e) A Participant who has stopped working in Covered Service may not elect to have his 30-And-Out Pension become payable later than the 1st day of the month following his Normal Retirement Date.

(f) The 30-And-Out Pension a Participant becomes qualified to receive shall be his minimum monthly retirement benefit from this Pension Fund.

(g) The Pension Fund is not liable for benefits based upon this Section 4.06 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 4.07 VESTED PENSION

(a) To become eligible for a Vested Pension, a Participant must be a Vested Participant and have a Retirement Date preceding January 1, 1987. A Vested Participant whose Retirement Date is on or after January 1, 1987 shall be eligible to receive a Contribution-Based Pension (as defined in Section 4.03) in lieu of a Vested Pension.

(b) The monthly amount of the Vested Pension is determined as follows:

(1) If the effective date of benefit payments is on or after the Normal Retirement Date of the Participant, the monthly amount is equal to his Accrued Benefit, as determined by Section 1.01(a).

(2) If the effective date of benefit payments is before the Normal Retirement Date of the Participant, the monthly amount is determined by reducing his Accrued Benefit, as determined by Section 1.01(a), by ½ of 1% for each month his effective date of benefit payments precedes his 65th birthday;

(c) Subject to the Rules and Procedures for Suspension of Benefits (as described in Section 4.13), the Contributory Service After Retirement Date or After Disability (as described in Section 4.14) and the Benefits Claim Filing Procedures (as described in Section 7.14), a Participant may elect to have his Vested Pension become payable on the 1st day of any month following the later of:

(1) his 50th birthday; or

(2) his Retirement Date.

(d) The Pension Fund is not liable for benefits based upon this Section 4.07 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 4.08 DEFERRED PENSION

(a) A Participant who becomes eligible for a Deferred Pension may defer payment of his Twenty-Year Service Pension or Early Retirement Pension to a later age and receive a greater monthly benefit.

(b) To become eligible for a Deferred Pension, a Participant must meet one of the following requirements at the time he stops working in Covered Service or becomes an Inactive Participant.

(1) he must be eligible for immediate payment of a Twenty-Year Service Pension; or

(2) he must be eligible for immediate payment of an Early Retirement Pension and have at least 20 years of Contributory Service Credit.

(c) The monthly amount of the Deferred Pension is determined by the age of the Participant in the month immediately preceding his Deferred Retirement Date, and by his Benefit Class on the earlier of:

(1) the date he stops working in Covered Service; or

(2) the date he became an Inactive Participant.

(d) Subject to the Rules and Procedures for Suspension of Benefits (as described in Section 4.13), the Contributory Service After Retirement Date or After Disability (as described in Section 4.14) and the Benefits Claim Filing Procedures (as described in Section 7.14), the Deferred Pension becomes payable on the Deferred Retirement Date of a Participant.

(e) The Pension Fund is not liable for benefits based upon this Section 4.08 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 4.09 TWENTY-YEAR DEFERRED PENSION - SCHEDULE B BENEFIT ONLY

(a) A Participant who becomes eligible for a Twenty-Year Deferred Pension may defer the payment of his Twenty-Year Service Pension or Early Retirement Pension and receive a greater monthly benefit.

(b) To become eligible for a Twenty-Year Deferred Pension, a Participant must meet the following requirements at the time he stops working in Covered Service or becomes an Inactive Participant.

(1) (A) he must have had at least one Year of Participation in which his Contributing Employer made Employer Contributions under Schedule B for members of his Bargaining Unit; or

(B) he must not have had a One-Year Break-in-Service during the calendar year immediately preceding the calendar year his Contributing Employer began making Employer Contributions under Schedule B for members of his Bargaining Unit; and

(2) he must have had at least 20 years of Contributory Service Credit.

(c) The monthly amount of the Twenty-Year Deferred Pension is determined by the age of the Participant in the month immediately preceding his Deferred Retirement Date, and by his Benefit Class on the earlier of:

(1) the date he stopped working in Covered Service; or

(2) the date he became an Inactive Participant.

(d) Subject to the Rules and Procedures for Suspension of Benefits (as described in Section 4.13), the Contributory Service After Retirement Date or After Disability (as described in Section 4.14) and the Benefits

Claim Filing Procedures (as described in Section 7.14), the Twenty-Year Deferred Pension becomes payable on the Deferred Retirement Date of a Participant.

(e) The Pension Fund is not liable for benefits based upon this Section 4.09 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 4.10 FORMS OF PAYMENT

(a) Three forms of payment for retirement pensions are available from the Pension Plan. The form of payment affects the monthly amount of the retirement pension, and also determines what benefits, if any, shall be available after the death of the Participant.

(b) FORM OF PAYMENT 1 - JOINT AND 50% SURVIVING SPOUSE OPTION

(1) The Joint and 50% Surviving Spouse Option is the normal form of payment for retirement pensions and is available if:

(A) a Pensioner is married on the effective date of his benefit payments; and

(B) he and his spouse have not elected, in writing, to receive his retirement pension in any other form of payment.

(2) The Joint and 50% Surviving Spouse Option provides a lifetime retirement pension to a Pensioner reduced to reflect the cost to the Pension Fund for this form of payment, and after his death, provides 50% of that reduced amount as a lifetime benefit to the surviving spouse. For purposes of this form of payment, a surviving spouse is the individual to whom the Pensioner is married on the effective date of his benefit payments, except as otherwise provided in subsection (g)(1)(E) and (F) of this section.

(3) The reduction factors for the Joint and 50% Surviving Spouse Option appear in Appendix A-1.

(4) A Pensioner whose reduced pension is based upon the Joint and 50% Surviving Spouse Option, and who is preceded in death by his spouse, shall have his retirement pension restored to the amount he would have received if he and his spouse had rejected the Joint and 50% Surviving Spouse Option. This provision shall apply to any Pensioner who, on or after January 1, 1990, is eligible to receive his retirement pension under the Joint and 50% Surviving Spouse Option and shall go into effect according to the following:

(A) **If the date of death of a Pensioner's spouse is before January 1, 1990,** his retirement pension shall be restored effective January 1, 1990.

(B) **If the date of death of a Pensioner's spouse is on or after January 1, 1990,** the Pensioner's retirement pension shall be restored effective the 1st day of the month following the month of his spouse's death.

(5) If a Pensioner's reduced pension is based upon the Joint and 50% Surviving Spouse Option, and if that Pensioner's spouse executes a specific written waiver of any right to and interest in the Joint and 50% Surviving Spouse Option, and if that waiver is incorporated in a court-approved property settlement agreement that is part of a judgment or order entered by a court of competent jurisdiction in a divorce, marriage dissolution or marital separation proceeding, then the Pensioner shall have his retirement pension restored to the amount he would have received if he and his spouse had rejected the Joint and 50% Surviving Spouse Option. This restoration shall be effective the 1st day of the month following the month in which the judgment or order is entered, except that the restoration will not be applied to benefits paid or payable on any date prior to 1992.

(6) Subject to the Benefits Claim Filing Procedures (as described in Section 7.14), benefits payable to a surviving spouse under the Joint and 50% Surviving Spouse Option form of payment shall become payable on the 1st day of the month following the Participant's death.

(c) FORM OF PAYMENT 1A -- JOINT AND 75% SURVIVING SPOUSE OPTION

(1) The Joint and 75% Surviving Spouse Option is a form of payment for retirement pensions which is an alternative to the Joint and 50% Surviving Spouse Option and which is available if:

(A) a Pensioner is married on the effective date of his benefit payments; and

(B) the effective date of the benefit payments of the Pensioner is on or after March 1, 2008; and

(C) there has been an effective waiver by the Pensioner, with the consent of his spouse, of the Joint and 50% Surviving Spouse Option; and

(D) the Pensioner, during the applicable election period (as defined in subsection [f] [7] [C] of this section), has elected the Joint and 75% Surviving Spouse Option and has not revoked that election before expiration of that period.

(2) The Joint and 75% Surviving Spouse Option provides a lifetime retirement pension to a Pensioner reduced to reflect the cost to the Pension Fund for this form of payment and, after his death, provides 75% of that reduced amount as a lifetime benefit to his surviving spouse. For purposes of this form of payment, a surviving spouse is the individual to whom the Pensioner is

married on the effective date of his benefit payments, except that, if the spouse of the Pensioner as of his retroactive annuity starting date (as defined in this section) is no longer his spouse determined as of the date on which distribution of his retirement pension actually commences, that former spouse is not his spouse for purposes of this subsection (c) and is not entitled to a QOSA benefit.

(3) The reduction factors for the Joint and 75% Surviving Spouse Option appear in Appendix A-2.

(4) A Pensioner whose reduced pension is based upon the Joint and 75% Surviving Spouse Option, and who is preceded in death by his spouse, shall have his retirement pension restored to the amount he would have received if he had not elected the Joint and 75% Surviving Spouse Option, effective as of the 1st day of the month following his spouse's death.

(5) If a Pensioner's reduced pension is based upon the Joint and 75% Surviving Spouse Option, and if that Pensioner's spouse executes a specific written waiver of any right to and interest in the Joint and 75% Surviving Spouse Option, and if that waiver is incorporated in a court-approved property settlement agreement that is part of a judgment or order entered by a court of competent jurisdiction in a divorce, marriage dissolution or marital separation proceeding, then the Pensioner shall have his retirement pension restored to the amount he would have received if he had not elected the Joint and 75% Surviving Spouse Option. This restoration shall be effective as of the 1st day of the month following the month in which the judgment or order is entered.

(6) Subject to the Benefits Claim Filing Procedures (as described in Section 7.14), benefits payable to a surviving spouse under the Joint and 75% Surviving Spouse Option form of payment shall become payable on the 1st day of the month following the Pensioner's death.

(d) FORM OF PAYMENT 2 - LIFETIME ONLY OPTION

(1) A Participant whose Benefit Class is 3(A) or lower shall, after becoming a Pensioner, automatically receive his retirement pension benefit under the Lifetime Only Option if:

(A) he is not married on the effective date of his retirement pension benefit payments; or

(B) he and his spouse have elected in writing, not to receive his retirement pension benefits under the Joint and 50% Surviving Spouse Option.

(2) The Lifetime Only Option provides a lifetime retirement pension to a Pensioner, and does not, upon his death, provide any monthly surviving spouse benefit.

(3) The Lifetime Only Option does not provide any lump-sum death benefit upon the death of a Pensioner who was receiving a Contribution-Based Pension or Vested Pension or upon the death of his spouse, unless, upon retirement, he had met the requirements for an Early Retirement Pension or Twenty-Year Deferred Pension.

(4) Subject to (d)(3), above, the Lifetime Only Option provides a $1,000 lump-sum death benefit upon the death of a Pensioner. This $1,000 lump-sum death benefit is payable in equal shares to all members of the highest level of survivors as follows:

(A) Spouse;

(B) Dependent Children;

(C) Non-Dependent Children;

(D) Parents;

(E) Brothers and Sisters;

(F) Estate.

(5) Subject to (d)(3), above, the Lifetime Only Option provides a $500 lump-sum benefit upon the death of the spouse of a Pensioner. This $500 lump-sum benefit is payable to a Pensioner only once during his lifetime.

(e) FORM OF PAYMENT 3 - LIFETIME WITH LIMITED SURVIVING SPOUSE OPTION

(1) A Participant whose Benefit Class is (4) or higher shall, upon becoming a Pensioner, automatically receive his retirement pension benefit under the Lifetime With Limited Surviving Spouse Option if:

(A) he is not married on the effective date of his retirement pension benefit payments; or

(B) he and his spouse have elected, in writing, not to receive his retirement pension benefits under the Joint and 50% Surviving Spouse Option.

(2) The Lifetime With Limited Surviving Spouse Option provides a lifetime retirement pension benefit to a Pensioner.

(3) If a Pensioner receives at least 60 months of retirement pension benefit payments, the Lifetime With Limited Surviving Spouse Option **does not** provide any further benefits.

(4) If a Pensioner does not receive at least 60 months of retirement pension benefit payments, the Lifetime With Limited Surviving Spouse Option, except in cases where he is receiving a

Contribution-Based Pension or Vested Pension and, upon retirement, had not met the requirements for an Early Retirement Pension or Twenty-Year Deferred Pension, provides his surviving spouse with the difference in payments resulting when the payments received by the Pensioner before his death are subtracted from 60. For purposes of this form of payment, the surviving spouse of a Pensioner is the individual to whom he is married on the date of his death.

(5) Subject to the Benefits Claim Filing Procedures (as described in Section 7.14) any benefits payable to a surviving spouse under the Lifetime With Limited Surviving Spouse Option form of payment shall become payable on the 1st day of the month following the death of the Pensioner.

(6) If a Pensioner does not receive at least 60 months of retirement pension benefit payments and is not married at the time of his death, the Lifetime With Limited Surviving Spouse Option, except in cases where he is receiving a Contribution-Based Pension or Vested Pension and, upon retirement, had not met the requirements for an Early Retirement Pension or Twenty-Year Deferred Pension, provides that a $1,000 lump-sum death benefit will be payable in equal shares to the members of the highest level of survivors as follows:

(A) Dependent Children;

(B) Non-Dependent Children;

(C) Parents;

(D) Brothers and Sisters;

(E) Estate.

(f) ELECTION TO WAIVE QUALIFIED JOINT AND SURVIVOR ANNUITY AND/OR TO WAIVE QUALIFIED OPTIONAL SURVIVOR ANNUITY

(1) Each Participant and Pensioner may elect at any time during the applicable election period to waive the qualified joint and survivor annuity form of benefit (hereinafter "QJSA benefit"), and, if such a waiver is effectively elected, he may elect at any time during the applicable election period to waive the qualified optional survivor annuity form of benefit (hereinafter "QOSA benefit"). He may also revoke such election (to waive the QJSA benefit and/or to waive the QOSA benefit) at any time during the applicable election period.

(2) The QJSA benefit is the Joint and 50% Surviving Spouse Option described in subsection (b) of this section. The QOSA benefit is the Joint and 75% Surviving Spouse Option described in subsection (c) of this section.

(3) An election by a Participant or Pensioner to waive the QJSA benefit shall not take effect unless during the applicable election period his spouse consents in writing to such waiver election, and unless the spouse's consent acknowledges the effect of such waiver election and is witnessed by a notary public. The definition of "spouse" is in subsections (f)(7)(D) and (g)(1)(E) and (F) of this section.

(4) The requirements of a spouse's consent described in subsection (f)(3) of this section are not applicable in circumstances which establish to the satisfaction of the Pension Fund that the Participant or Pensioner is not married or that his spouse cannot be located.

(5) The Pension Fund shall provide to each Participant and Pensioner a written explanation (hereinafter "QJSA-QOSA explanation") that will include: the terms and conditions of the QJSA benefit and the QOSA benefit; the right of the Participant or Pensioner to make, and the effect of, a timely election to waive the QJSA benefit and/or to receive the QOSA benefit; the rights of the spouse of the Participant or Pensioner as described in subsection (f)(3) of this section; and the right of the Participant or Pensioner to make, and the effect of, a timely revocation of his previous waiver of the QJSA benefit and/or his previous election to receive the QOSA benefit. The QJSA-QOSA explanation shall be written in a manner calculated to be understood by the average Participant and Pensioner. The QJSA-QOSA explanation shall include, as of the annuity starting date of the Participant or Pensioner (or, if applicable, his retroactive annuity starting date), a description of his QJSA benefit, a description of his QOSA benefit if he elects to waive his QJSA benefit, a description of his optional benefit if he elects to waive both his QJSA benefit and his QOSA benefit, a description of the eligibility conditions for his benefits and a description of the financial effects and relative values of his QJSA benefit, his QOSA benefit if he elects to waive his QJSA benefit, and his optional benefit if he elects to waive both his QJSA benefit and his QOSA benefit. The QJSA-QOSA explanation shall be provided to each Participant or Pensioner no less than 30 days, and no more than 180 days (or a longer interval caused solely by administrative delay), before his annuity starting date, except as otherwise provided in subsections (f)(6) and (g) of this section.

(6) The QJSA-QOSA explanation may be provided by the Pension Fund to a Participant or Pensioner on a date which is less than 30 days before his annuity starting date if the following conditions are satisfied:

(A) the QJSA-QOSA explanation must clearly inform the Participant or Pensioner that the applicable election period, for his election to waive the QJSA benefit, and for his election to receive the QOSA benefit, and for his revocation of any such prior election, continues until 90 days after the date on which distribution of his retirement pension actually commences; and

(B) distribution in accordance with an affirmative election to waive the QJSA benefit and/or to receive the QOSA benefit, or with a revocation of any such prior election, cannot commence before expiration of 10 days after the date on which the Participant or Pensioner receives the QJSA-QOSA explanation.

(7) The following terms in subsections (f) and (g) of this section shall have the following meanings:

(A) the term "annuity starting date" means the first day of the first period (of multiple periods) for which an amount is payable to a Pensioner as a retirement pension;

(B) the term "retroactive annuity starting date" means an annuity starting date affirmatively elected by a Participant or Pensioner which occurs on or before the date on which the QJSA-QOSA explanation, as required by subsections (f)(5) and (f)(6) of this section, is provided to the Participant or Pensioner, and to which subsection (g) of this section applies;

(C) the term "applicable election period" (for an election by a Participant or Pensioner to waive the QJSA benefit and/or to receive the QOSA benefit, and for his revocation of any such prior election) means the period which begins 180 days before the annuity starting date of the Participant or Pensioner and ends on the 90th day after the date on which distribution of his retirement pension actually commences; and

(D) the "spouse" of a Participant or Pensioner means the person (if any) to whom he is married on his annuity starting date, except as otherwise provided in subsection (g) of this section.

(g) RETROACTIVE ANNUITY STARTING DATES

(1) This subsection (g) applies only to retroactive annuity starting dates, as defined in subsection (f)(7)(B) of this section, which are **on and after January 1, 2004**. To the extent any Participant or Pensioner is permitted to elect to receive a retirement pension based upon a retroactive annuity starting date which is **on or after January 1, 2004**, the following terms, conditions and requirements are applicable:

(A) all future periodic payments with respect to a Participant or Pensioner who elects a retroactive annuity starting date must be the same as the future periodic payments that would have been paid to him if his payments had actually commenced on the retroactive annuity starting date, and he must receive a make-up payment to reflect all missed payments for the period from the retroactive annuity starting date to the date of the actual make-up payment

(with an appropriate adjustment for interest from the date each missed payment would have been made to the date of the actual make-up payment, provided that there is to be no such interest adjustment except to the extent that it is legally required);

(B) no Participant or Pensioner will be permitted to elect a retroactive annuity starting date that precedes the date upon which he could have otherwise started receiving benefits;

(C) the QJSA-QOSA explanation shall be provided to each Participant or Pensioner no less than 30 days, and no more than 180 days (or a longer interval if caused solely by administrative delay), before the date on which distribution of his retirement pension actually commences, except that the QJSA-QOSA explanation may be provided by the Pension Fund to a Participant or Pensioner on a date which is less than 30 days before the date on which distribution of his retirement pension actually commences if the following conditions are satisfied:

(i) the QJSA-QOSA explanation must clearly inform the Participant or Pensioner that the applicable election period, for his election to waive the QJSA benefit, and for his election to receive the QOSA benefit, and for his revocation of any such prior election, continues until 90 days after the date on which distribution of his retirement pension actually commences; and

(ii) distribution in accordance with an affirmative election to waive the QJSA benefit and/or to receive the QOSA benefit, or with a revocation of any such prior election, cannot commence before expiration of 10 days after the date on which the Participant or Pensioner receives the QJSA-QOSA explanation;

(D) the term 'applicable election period' (for an election by a Participant or Pensioner to waive the QJSA benefit and/or to receive the QOSA benefit, and for his revocation of any such prior election) means the period which begins 180 days before the annuity starting date of the Participant or Pensioner and ends on the 90th day after the date on which distribution of his retirement pension actually commences;

(E) if the spouse of the Participant or Pensioner as of the retroactive annuity starting date is no longer his spouse determined as of the date on which distribution of his retirement pension actually commences, that former spouse is not entitled to a QJSA benefit and the consent of

that former spouse is not needed to waive the QJSA benefit unless otherwise required by a qualified domestic relations order; and

(F) the requirements of a spouse's consent described in subsection (f)(3) of this section are applicable to the spouse of the Participant or Pensioner determined as of the date on which distribution of his retirement pension actually commences (including an alternate payee who is treated as his spouse based upon a qualified domestic relations order), and no election of a retroactive annuity starting date shall take effect without consent to the election by that spouse (in the manner prescribed by subsection [f][3] of this section) if such election will reduce the amount of the potential future QJSA benefit which, absent such election, would be payable to the spouse.

(h) TRANSFER OF LIABILITIES TO THE UPS TRANSFER PLAN

(1) For purposes of all forms of payments pursuant to this Section 4.10 and this Pension Plan, the Pension Fund is not liable for benefits to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan, provided that, in any instance in which the Pension Fund becomes responsible as a result of and pursuant to Section 3 of APPENDIX L for the payment of a qualified post-retirement joint and survivor annuity on and after the Participant's 65th birthday (or the date that would have been the Participant's 65th birthday if the Participant is then deceased), if such annuity was previously elected pursuant to and began to be paid by the UPS Transfer Plan, the form of the annuity paid by the Pension Fund will be either the Joint and 50% Surviving Spouse Option or the Joint and 75% Surviving Spouse Option (whichever was elected by the Participant pursuant to the UPS Transfer Plan), and all such payments by the Pension Fund will be determined and governed by the terms and provisions of this Section 4.10 and APPENDIX L.

Section 4.11 BENEFITS UNDER ANOTHER PLAN

A Participant whose Employee Group was accepted according to the Alternative Policy in Appendix G of this Pension Plan, shall have the amount of any Twenty-Year Service Pension, Early Retirement Pension, Contributory Credit Pension, 25-And-Out Pension, 30-And-Out Pension, Deferred Pension or Twenty-Year Deferred Pension he becomes eligible to receive from this Pension Plan, reduced by the amount of any benefit he may have earned while covered by a prior pension plan maintained by the Contributing Employer that became required to make Employer Contributions to this Pension Fund on his behalf.

Section 4.12 CHOICE OF BENEFITS

(a) Except as otherwise provided in (b), below, only one type of retirement pension shall be payable to a Pensioner. Subject to that exception, if a

Participant is eligible for more than one type of retirement pension, he must choose the one he is to receive. That choice, upon being made by a Participant, shall be irrevocable, except as provided by the Rules and Procedures for Suspension of Benefits (as described in Section 4.13) and the Contributory Service After Retirement Date or After Disability (as described in Section 4.14), and except in cases where a Participant chooses to receive any other benefit for which he is eligible before the Pension Fund completes the processing of his claim for any other retirement pension he may be eligible to receive.

(b) For any Participant who has Contributory Service Credit both before and after December 31, 2003, and who becomes eligible to receive **both** a partial Contribution-Based Pension based solely upon his Contributory Service Credit on and after January 1, 2004, **and** a retirement benefit in accordance with Section 4.04(a) or Section 4.05(a) or Section 4.06(a), the initial effective date of both benefits will be the 1st day of the month following the Retirement Date of the Participant.

Section 4.13 RULES AND PROCEDURES FOR SUSPENSION OF BENEFITS

This section governs the suspension by the Pension Fund of monthly (and any other periodic) benefits payable for any period. Definitions of terms are stated in subsection (g) as well as in Article I of this Pension Plan.

(a) The Pension Fund shall permanently suspend all Periodic Benefit Payments of a Pensioner or Disabled Participant during periods of his Reemployment to the following extent:

(1) all Periodic Benefit Payments to a Disabled Participant shall be permanently suspended during all periods of his Reemployment (even if it is not Restricted Reemployment);

(2) all Periodic Benefit Payments to a Pensioner shall be permanently suspended during all periods of his Restricted Reemployment except that, after the 65th birthday or Vested Pension Retirement Date of a Pensioner, whichever is later, there shall be no suspension in conflict with applicable federal law, including 26 U.S.C. § 411 and 29 U.S.C. § 1053*; and

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* Applicable federal law, 26 U.S.C. § 411 and 29 U.S.C. § 1053, includes a regulation adopted by the Secretary of Labor, 29 CFR § 2530.203-3, which authorizes the permanent suspension by the Pension Fund of Periodic Benefit Payments, after a Pensioner's Vested Pension Retirement Date (age 65 in the Pension Fund in almost all instances), "for each calendar month, or for each four or five week payroll period ending in a calendar month" if during that month, the Pensioner:

"-Completes 40 or more hours of service … or

"-Receives payment for any such hours or service performed on each of 8 or more days (separate work shifts) in such month or payroll period…; in

" – An industry in which employees covered by the plan were employed and accrued benefits under the plan as a result of such employment at

(3) there shall be no suspension of Periodic Benefit Payments of any Pensioner or Disabled Participant after April 1 of the year after the calendar year in which the Pensioner or Disabled Participant attains age 70½, regardless of any Reemployment.

Any failure of a Pensioner to comply with any disclosure obligation described in subsection (b), or with any related disclosure request by the Pension Fund, shall, if the Pensioner has been or is engaged in any Reemployment, create a rebuttable presumption of an existing factual basis, in accordance with this subsection, for a permanent suspension of the Pensioner's Periodic Benefit Payments during all periods of his Reemployment, provided that such presumption will become inoperative if and to the extent the presumption is rebutted by clear and convincing evidence or is otherwise shown to be unreasonable under the circumstances. Each such permanent suspension of Periodic Benefit Payments shall apply not only to the Pensioner or Disabled Participant but also to any other potential payee of any part of his suspended Periodic Benefit Payments, including any payee pursuant to a qualified domestic relations order (such as a former spouse), and including a surviving spouse. Each such permanent suspension of Periodic Benefit Payments shall continue in effect until the Pension Fund has received what it determines to be both notice and clear and convincing evidence that the basis for the permanent suspension is no longer applicable, at which time the suspension will be ended and the Periodic Benefit Payments will be resumed on a prospective basis only (without any restoration of payments for the period prior to that end of the suspension), subject to possible offset pursuant to subsection (e).

(b) Every Participant, Pensioner and Disabled Participant is obliged, as a prerequisite to any receipt of Periodic Benefit Payments, to keep the Pension Fund fully and promptly informed of any employment or any other performance of services in which he was or is engaged during any time period for which he claims or has received Periodic Benefit Payments. The Pension Fund may at any time, and as often as is reasonable, require appropriate signed authorizations by any Pensioner or Disabled Participant to provide the Pension Fund with access to all information about his past and present circumstances of any employment or any other performance of services, including but not limited to all records of any employers and of the Social Security Administration. The Pension Fund may also at any time, and as often as is reasonable, require appropriate certifications signed by any Pensioner or Disabled Participant, and/or appropriate signed responses by any Pensioner or Disabled Participant to any requests from the Pension Fund, that relate to a determination whether or not he has been and/or is engaged in

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the time that the payment of benefits commenced or would have commenced if the employee had not remained in or returned to employment, and

" – A trade or craft in which the employee was employed at any time under the plan, and

" – The geographic area covered by the plan at the time that the payment of benefits commenced or would have commenced if the employee had not remained in or returned to employment."

That applicable law and that regulation are hereby incorporated into this Pension Plan.

Reemployment or Restricted Reemployment. Any failure of a Pensioner or Disabled Participant to comply with any disclosure obligation described in this subsection (b), or with any related disclosure request by the Pension Fund, shall itself be independent grounds for temporary suspension of the Periodic Benefit Payments of the Pensioner or Disabled Participant until he complies with his disclosure obligations and/or such request to the satisfaction of the Pension Fund, at which point his Periodic Benefit Payments will be resumed (including full restoration of all payments that had been temporarily suspended) unless there is then in effect a permanent suspension of his Periodic Benefit Payments in accordance with subsection (a). At the time of any temporary suspension of Periodic Benefit Payments in accordance with this subsection (b), the Pension Fund shall provide written notice of the suspension to the Pensioner or Disabled Participant by first-class mail directed to his last known address on any date prior to the initial effective date of the suspension, and the notice shall describe the specific reasons for the suspension and its initial effective date, and shall inform the Pensioner or Disabled Participant of his right to appeal pursuant to subsection (d).

(c) At the time of any permanent suspension of Periodic Benefit Payments in accordance with subsection (a), the Pension Fund shall provide written notice of the suspension to the Pensioner or Disabled Participant by first-class mail directed to his last known address on any date prior to the initial effective date of the suspension. The notice shall describe the specifics of the Reemployment (including, if applicable, Restricted Reemployment) on which the suspension is based, the dates of the Reemployment, the initial effective date of the suspension and the right of the Pension Fund to restitution (pursuant to subsection [e]) including an offset or deduction from post-suspension Periodic Benefit Payments, and the notice shall also inform the Pensioner or Disabled Participant of his right to appeal pursuant to subsection (d).

(d) The Benefits Claim and Appeal Procedures of APPENDIX B of this Pension Plan shall be applicable to all written requests by a Pensioner or Disabled Participant for review of a permanent suspension or a temporary suspension of his Periodic Benefit Payments in accordance with subsection (a) or subsection (b), and for review of a status determination in accordance with subsection (f), except that the initial stage of such review shall be conducted by the Benefits Claim Appeals Committee and the second stage (if any) of such review shall be conducted by the Board of Trustees, provided that the Pensioner or Disabled Participant must exhaust both stages of review prior to commencement of any legal action with respect to any suspension of his Periodic Benefit Payments or any status determination.

(e) The Pension Fund is entitled to restitution of all Periodic Benefit Payments that are distributed to a Pensioner or Disabled Participant for any period which is determined by the Pension Fund to be a period of Reemployment (including, if applicable, Restricted Reemployment) for which the Pensioner or Disabled Participant was not entitled to receive such payments. The Pension Fund may obtain that restitution by recoupment from any future Periodic Benefit Payments to which the Pensioner or Disabled Participant may be entitled for periods after the

end of a suspension, provided that such recoupment will consist of 100% of the gross amount of the first three Periodic Benefit Payments and 25 percent of the gross amount of each Periodic Benefit Payment thereafter. The Pension Fund may also obtain that restitution by any other available remedy at law or at equity.

(f) Every Participant, Pensioner and Disabled Participant is entitled to submit a written request to the Pension Fund at any time for a determination whether or not specific employment or other specific services constitute Reemployment or Restricted Reemployment. Upon receipt of any such request, the Pension Fund shall promptly make a determination whether or not the specific employment or other specific services constitute Reemployment or Restricted Reemployment, and shall promptly provide notice of that status determination to the Pensioner or Disabled Participant by first-class mail directed to his last known address, which notice shall also inform the Pensioner or Disabled Participant of his right to appeal pursuant to subsection (d).

(g) The following definitions are applicable to this Section 4.13 and to all other provisions of this Pension Plan:

(1) Reemployment means and includes any employment, self-employment, occupation or service of any kind and at any time which is a basis for any form of past, present or future wages, salary, commissions, profit or other income (including employment in a managerial or supervisory position, and including any occupation or service in which there is no employer-employee relationship);

(2) Periodic Benefit Payments means and includes any retirement pension benefits payable in accordance with Article IV in monthly (or other periodic) amounts during retirement, and Monthly Disability Benefits payable in accordance with Section 5.02 during total and permanent disability; and

(3) Restricted Reemployment means and includes any of the following, except that, effective as of April 9, 2009, a Pensioner age 65 or older, and who for a period of 12 months following his Retirement Date has not been engaged in any categories of reemployment described below in subsections (A) – (E) that would subject him to a suspension of benefits, shall not be deemed to be in Restricted Reemployment, regardless of the position or number of hours worked:

(A) Reemployment in a Core Teamster Industry (as defined in paragraph 4.13(g)(4)), except that a Pensioner that has reached age 65 may work a maximum of 40 hours per month in such a position;

(B) Reemployment by a Contributing Employer (or an employer which was a Contributing Employer at any time after September 25, 1980), except that a Pensioner that has reached age 65 may work a maximum of 40 hours per month in such a position;

(C) Reemployment in any position (or supervising any position) that is covered by a Teamster Contract between that employer and any affiliate of the International Brotherhood of Teamsters, except that a Pensioner that has reached age 65 is not subject to this subparagraph (C);

(D) Reemployment in any position in the same industry in which the Pensioner earned Contributory Service Credit while covered by the Pension Fund, except that a Pensioner that has reached age 60 is not subject to this subparagraph (D), and except that a Pensioner that has reached age 57 but has not reached age 60 may work a maximum of 80 hours per month in such position; or

(E) Reemployment in any position in the same job classification as any other Participant then employed by a Contributing Employer located within 100 miles of the position, except that a Pensioner that has reached age 60 is not subject to this subparagraph (E), and except that a Pensioner that has reached age 57 but has not reached age 60 may work a maximum of 80 hours per month in such position.

(4) Core Teamster Industry means and includes Reemployment in any of the following industries:

(A) trucking and/or freight;

(B) small package and/or parcel delivery;

(C) car haul;

(D) tank haul;

(E) warehouse;

(F) food processing and/or distribution (including grocery, dairy, bakery, brewery, and soft drink); and

(G) building material and/or construction.

(5) Notwithstanding the provisions of paragraphs 4.13(g)(3) and 4.13(g)(4), Reemployment with a government agency shall not constitute Restricted Reemployment unless such agency is a Contributing Employer (or an employer which was a Contributing Employer at any time after September 25, 1980).

(6) Notwithstanding the provisions of subparagraph 4.13(g)(3)(C), and only for the purposes of subparagraph 4.13(g)(3)(C), Reemployment shall not constitute Restricted Reemployment if the Reemployment becomes Restricted Reemployment because the Pensioner is in a position (or supervising any position) that becomes covered by a Teamster Contract between that employer

and any affiliate of the International Brotherhood of Teamsters subsequent to the beginning of the Pensioner's Reemployment with that employer.

(7) For purposes of the exception in subparagraphs 4.13(g)(3)(D) and the exception in 4.13(g)(3)(E) which allow a Pensioner who is at least age 57 but less than age 60 to work a maximum of 80 hours a month in such positions, a Pensioner shall not be allowed to utilize both the exception in subparagraph 4.13(g)(3)(D) and the exception in subparagraph 4.13(g)(3)(E) to exceed a combined total of 80 hours per month in such positions.

(8) If the application of Paragraph 4.13(g)(3) results in a Pensioner being found to be in Restricted Reemployment with respect to a position that would not have constituted Teamster Industry Reemployment under the Plan as defined immediately prior to January 1, 2004, then that position shall not constitute Restricted Reemployment.[**]

Section 4.14 CONTRIBUTORY SERVICE AFTER RETIREMENT DATE OR AFTER DISABILITY

(a) A Pensioner who becomes reemployed by a Contributing Employer after his Retirement Date and who thereafter earns at least one additional year of Contributory Service Credit shall, upon retirement, have his retirement pension benefit redetermined as follows:

[**] Prior to January 1, 2004, paragraph Section 4.13(g)(3) provided:

(3) Teamster Industry Reemployment means and includes any of the following:

(A) Reemployment in any position by a Contributing Employer (or an employer which was a Contributing Employer at any time after September 25, 1980);

(B) Reemployment by an employer, other than a governmental agency in any position covered by a Teamster Contract between that employer and any affiliate of the International Brotherhood of Teamsters;

(C) Reemployment (other than governmental employment) in any position either in the same industry in which the Participant or Pensioner earned any Contributory Service Credit while covered by the Pension Fund, or in any other industry if the Participant or Pensioner is in the same job classification as are other Participants then employed by a Contributing Employer located within the same standard metropolitan statistical area.

(1) If, during his period of reemployment, he had less than 250 weeks of Contributions made on his behalf, his benefit shall be recalculated (under the same Form of Payment as when he last retired) as the higher of:

(A) his Contribution-Based Pension; or

(B) the retirement pension benefit he originally received.

(2) If, during his period of reemployment, he had at least 250 weeks of Contributions made on his behalf, his benefit shall be recalculated as though he never retired and he and his spouse, if any, shall be free to choose any applicable Form of Payment for receiving his benefit.

(b) A Pensioner who becomes reemployed by a Contributing Employer after his Retirement Date and who thereafter fails to earn at least one additional year of Contributory Service Credit shall not be eligible for any recalculation of his retirement pension benefit and shall, upon reretirement, receive his original benefit under the same Form of Payment.

(c) A Disabled Participant who recovers from his disability and had less than 250 weeks of Contributory Service Credit from his employment by a Contributory Employer between the date of his recovery and his Retirement Date shall receive any retirement pension for which he is eligible (disregarding any Monthly Disability Benefit he has received), provided that, in the calculation of any retirement pension amount, his age shall be his age on December 31 of the year (after the date he became totally and permanently disabled) in which the amount of his actual Vesting Service for that calendar year is less than all minimum Vesting Service amounts specified in Section 1.23(b) for a calendar year, and provided further that, if he is eligible for a Contribution-Based Pension, Vested Pension, Deferred Pension or Twenty-Year Deferred Pension, his age, for purposes of the calculation of the amount of any of those benefits (only), shall be his age on his Retirement Date. A recovered (former) Disabled Participant who is eligible for a retirement pension determined in accordance with the preceding sentence may become eligible for a greater retirement pension based upon his Benefit Class as determined by the Non-Continuous Contribution Method if he has (and includes in his eligibility determination) at least one year but less than 250 weeks of Contributory Service Credit from his employment by a Contributing Employer between the date of his recovery and his Retirement Date. A Disabled Participant who recovers from his disability and has at least 250 weeks of Contributory Service Credit from his employment by a Contributing Employer between the date of his recovery and his Retirement Date shall receive any retirement pension for which he is eligible, disregarding any Monthly Disability Benefit he has received.

(d) The Pension Fund is not liable for benefits based upon this Section 4.14 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 4.15 PERIOD OF BENEFIT DISTRIBUTION

Except for Participants born before July 1, 1917, the entire benefit and interest of each Participant shall be distributed in a period beginning no later than April 1 of the year after the calendar year in which he attains age 70-1/2 and ending no later than his death or the death of his spouse or other beneficiary eligible for a benefit according to this Pension Plan, whichever death is later. For each Participant born before July 1, 1917, his entire benefit and interest shall be distributed in a period beginning no later than April 1 of the year after the calendar year in which his Retirement Date occurs or in which he attains age 70-1/2, whichever event is later, and ending no later than his death or the death of his spouse or other beneficiary eligible for a benefit according to this Pension Plan, whichever death is later. Distributions of all benefits and interests will be made by the Pension Fund in a manner consistent with Section 401(a)(9) of the Internal Revenue Code and regulations issued pursuant to authority of that section.

ARTICLE V DISABILITY BENEFITS

Section 5.01 DEFINITION OF DISABILITY

(a) A disability shall be considered total and permanent if a Participant is wholly disabled by bodily injury or disease and shall be permanently, continuously and wholly prevented by this disability from engaging in any occupation and performing any work for wage or profit during the remainder of his lifetime. The entire and irrevocable loss of sight in both eyes, or the severance of both hands above the wrist, or both feet above the ankle, or one hand above the wrist and one foot above the ankle shall be recognized by the Board of Trustees as total and permanent disability.

(b) The Board of Trustees shall accept a Certificate of Social Insurance Award under Title II of the Social Security Act as evidence of total and permanent disability.

Section 5.02 MONTHLY DISABILITY BENEFITS

(a) To become eligible for a Monthly Disability Benefit, a Participant must become totally and permanently disabled (as defined in Section 5.01) before his 62nd birthday and while he is an Active Participant or within 2 calendar years after becoming an Inactive Participant, and meet each of the following requirements at the time he stops working in Covered Service:

(1) he must have at least 10 years of Service Credit; and

(2) he must have met the Minimum Contribution Requirement; and

(3) he must have Contributions made on his behalf at the rates required by at least Benefit Class 4 of either Schedule A or Schedule B.

(b) The amount of the Monthly Disability Benefit of a Participant whose Benefit Class is any of 4 through 17a and 17b (regardless of his age when he became disabled) shall be:

(1) $150 for a Participant whose effective date of benefit payments precedes July 1, 1986;

(2) $250 for a Participant whose effective date of benefit payments is on or after July 1, 1986.

(c) The amount of the Monthly Disability Benefit of a Participant whose Benefit Class is 18 or 18+ on the date on which he becomes disabled, an amount which is based upon his age (Age at Disability) on that date, shall be:

Age at Disability	Amount
50 (and younger)	$ 650
51	700
52	750
53	800
54	850
55	900
56	950
57 (and older)	1,000

(d) Subject to the Rules and Procedures for Suspension of Benefits (as described in Section 4.13), the Contributory Service After Retirement Date or After Disability (as described in Section 4.14) and the Benefits Claim Filing Procedures (as described in Section 7.14), the Monthly Disability Benefit becomes payable to a Disabled Participant on the 1st day of the 6th month following the date the Participant became disabled. Monthly Disability Benefit payments shall continue to be made to a Disabled Participant until the 1st day of the month in which the earliest of the following occurs:

(1) he becomes a Pensioner; or

(2) he recovers from his disability; or

(3) he dies.

(e) Effective July 1, 1986, a Participant eligible to receive a Monthly Disability Benefit from this Pension Plan, or any earlier version of this Pension Plan, shall receive a $100 increase in the monthly amount of his disability benefit (subject to the provisions of Appendix D of this Pension Plan) if:

(1) his effective date of disability benefit payments precedes July 1, 1986; and

(2) he is eligible to continue receiving his disability benefit on July 1, 1986.

(f) The Pension Fund is not liable for benefits based upon this Section 5.02 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 5.03 LUMP SUM DISABILITY BENEFITS

(a) To become eligible for a Lump Sum Disability Benefit, a Participant must become totally and permanently disabled (as defined in Section 5.01) on or after his 45th birthday, and while he is an Active Participant or within 2 calendar years after becoming an Inactive Participant, and meet each of the following requirements at the time he stops working in Covered Service:

(1) he must have at least 10 years of Service Credit; and

(2) he must have met the Minimum Contribution Requirement; and

(3) he must not be eligible to receive the Monthly Disability Benefit or, if eligible, he chooses not to receive the Monthly Disability Benefit.

(b) The amount of the Lump Sum Disability Benefit payable to a Disabled Participant shall be either:

(1) the lesser of $3,000 or 50% of the Employer Contributions made on behalf of the Disabled Participant if he has had Contributions made **on his behalf under Schedule B;**

(2) the lesser of $2,000 or 50% of the Employer Contributions made on behalf of the Disabled Participant if he has had Contributions made **on his behalf under Schedule A.**

(c) The amount of the Lump Sum Disability Benefit determined in (b), above, shall be reduced by any amounts previously paid as a Lump Sum Disability Benefit.

(d) The Lump Sum Disability Benefit shall become payable to a Disabled Participant on the 1st day of the 6th month following the date he became disabled.

(e) The Pension Fund is not liable for benefits based upon this Section 5.03 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 5.04 50% SURVIVING SPOUSE BENEFIT

(a) In the event of the death of a Disabled Participant before his Normal Retirement Date and while he is married and receiving or eligible to receive a Monthly Disability Benefit, his surviving spouse will receive the 50% Surviving Spouse Benefit provided in Section 6.01, if the conditions of that section are satisfied, in an amount determined as if he were a Participant but not a Disabled Participant on the date of his death and calculated in accordance with Section 5.05(A).

(b) In the event a Disabled Participant is alive and married on his Normal Retirement Date, he and his spouse will be entitled to elect the Joint and 50% Surviving Spouse Option (based upon a retirement pension and not the Monthly Disability Benefit), in accordance with Section 4.10(b) and (f) determined as if he were a Participant but not a Disabled Participant on his Normal Retirement Date and calculated in accordance with Section 5.05(A), provided that:

(1) in such circumstances, the election period of Section 4.10(f) will begin 90 days prior to his Normal Retirement Date and extend until the 90th day after his Normal Retirement Date; and

(2) unless the Disabled Participant and his spouse (as of his Normal Retirement Date) both elect in writing not to receive the Joint and 50% Surviving Spouse Option, then, if the Disabled Participant dies after his Normal Retirement Date and is survived by that

spouse, the reduced amount of that surviving spouse's lifetime benefit will be determined as if he had never been a Disabled Participant and as if he had become a Pensioner on his Normal Retirement Date (even if there is a continuation of his Monthly Disability Benefit between his Normal Retirement Date and his death).

(c) The Pension Fund is not liable for benefits based upon this Section 5.04 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 5.05 CHOICE OF DISABILITY BENEFITS

Only one type of retirement pension or disability benefit shall be payable to a Disabled Participant. If a Disabled Participant is eligible for both a retirement pension and a disability benefit, he must elect the benefit he is to receive. The election made by a Disabled Participant shall be irrevocable before his Normal Retirement Date, except as provided by Section 4.13 (Rules and Procedures for Suspension of Benefits and Section 4.14 (Contributory Service After Retirement Date or After Disability). On his Normal Retirement Date, a Disabled Participant may elect or, if he is married, he and his spouse may jointly elect, in writing, one of the following benefits:

(a) any retirement pension for which he is eligible (disregarding any Monthly Disability Benefit he has received), provided that, in the calculation of any retirement pension amount, his age shall be his age on December 31 of the year (after the date he became totally and permanently disabled) in which the amount of his actual Vesting Service for that calendar year is less than all minimum Vesting Service amounts specified in Section 1.23(b) for a calendar year, and provided further that, if he is eligible for a Contribution-Based Pension, Vested Pension, Deferred Pension or Twenty-Year Deferred Pension, his age, for purposes of the calculation of the amount of any of those benefits (only), shall be his age on his Normal Retirement Date;

(b) a continuation of the amount which he had been receiving as a Monthly Disability Benefit.

If a Disabled Participant is alive and married on his Normal Retirement Date, he and his spouse shall jointly make the above-referenced written benefits election and, if a retirement pension (instead of the Monthly Disability Benefit) is elected, he and his wife shall also jointly make a written election to receive or not to receive the Joint and 50% Surviving Spouse Option, in accordance with Sections 4.10(b) and (f) and 5.04(b). The Pension Fund is not liable for benefits based upon this Section 5.05 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

ARTICLE VI BEFORE RETIREMENT DEATH BENEFITS

Section 6.01 50% SURVIVING SPOUSE BENEFIT

(a) For his surviving spouse to become eligible for a 50% Surviving Spouse Benefit, a Participant must have met each of the following requirements at the time of his death:

(1) he must have been married; and

(2) he must have been a Vested Participant or eligible for a Twenty-Year Service Pension or Early Retirement Pension.

(b) The monthly amount of a 50% Surviving Spouse Benefit is 50% of the monthly amount a deceased Participant could have received under the Joint and 50% Surviving Spouse Option form of payment, and is determined as if he had stopped working in Covered Service on the day before his death and had retired during the month preceding the "effective date of payment" elected by his surviving spouse as described in (c), below.

(c) Subject to the Benefits Claim Filing Procedures (as described in Section 7.14), the surviving spouse of a deceased Participant may elect an effective date of payment which is not earlier than the later of the 1st day of the month following the month in which the death of the Participant occurs, or the earliest date on which the Participant could have received immediate payment of a retirement pension from this Pension Plan if he had survived.

(d) The Pension Fund is not liable for benefits based upon this Section 6.01 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 6.02 60 MONTH SURVIVOR BENEFIT

(a) For the surviving spouse or dependent child (or dependent children) of a Participant who dies before his Retirement Date to become eligible for the 60 Month Survivor Benefit, the Participant must die while he is an Active Participant or within 2 calendar years after becoming an Inactive Participant. In addition, the Participant must also have met each of the following requirements at the time of his death:

(1) he must have had at least 20 years of Service Credit; and

(2) he must have met the Minimum Contribution Requirement; and

(3) he must be survived by a spouse or dependent child or dependent children; and

(4) he must have been eligible to have his retirement pension determined by at least Benefit Class 4 of either Schedule A or Schedule B.

(b) The monthly amount of the 60 Month Survivor Benefit is the greater of $160, or the monthly amount of the retirement pension benefit the deceased Participant could have received on the date of his death under the Lifetime With Limited Surviving Spouse Option.

(c) The 60 Month Survivor Benefit is payable to the surviving spouse of a deceased Participant. If a deceased Participant is not survived by a spouse, then the 60 Month Survivor Benefit is payable to the surviving dependent child or in equal shares to the surviving dependent children of the deceased Participant.

(d) For purposes of the 60 Month Survivor Benefit, a dependent child is the deceased Participant's natural or adopted unmarried, dependent child who is either under age 23 or is adjudged to be mentally or physically incompetent.

(e) Subject to the Benefits Claim Filing Procedures (as described in Section 7.14), the 60 Month Survivor Benefit becomes payable to a recipient (or recipients) on the 1st day of the month following the month in which the death of a Participant occurs. Benefit payments shall continue until 60 months of benefits are paid to the recipient (or recipients) or, if earlier, the death of the recipient (or recipients).

(f) The Pension Fund is not liable for benefits based upon this Section 6.02 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 6.03 DISABILITY DEATH BENEFIT

(a) A lump sum Disability Death Benefit of $1,000 is payable if a Disabled Participant dies while receiving or while eligible to receive, a Monthly Disability Benefit, provided that this Disability Death Benefit is not payable if the Benefit Class 18/18+ Death Benefit is payable pursuant to Section 6.05 or if the payee of this Disability Death Benefit would be the surviving spouse of a deceased Disabled Participant and the surviving spouse elects to receive a 50% Surviving Spouse Benefit in accordance with Section 5.04.

(b) The Disability Death Benefit is payable in equal shares to all members of the highest level of survivors as follows:

(1) Spouse;

(2) Dependent Children;

(3) Non-Dependent Children;

(4) Parents;

(5) Brothers and Sisters;

(6) Estate.

(c) The Disability Death Benefit provides a $500 lump sum benefit upon the death of the spouse of a Disabled Participant who is receiving or eligible to receive, a Monthly Disability Benefit. This $500 lump sum benefit is payable to a Disabled Participant only once during his lifetime.

(d) The Pension Fund is not liable for benefits based upon this Section 6.03 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 6.04 LUMP SUM DEATH BENEFIT

(a) For a survivor of a deceased Participant to become eligible for the Lump Sum Death Benefit, a Participant must have died while he was an Active Participant or within 2 calendar years after he became an Inactive Participant, provided that this Lump Sum Death Benefit is not payable if the Benefit Class 18/18+ Death Benefit is payable pursuant to Section 6.05. In addition, the Participant must also have met each of the following requirements at the time of his death:

(1) he must have had at least 10 years of Service Credit;

(2) he must have met the Minimum Contribution Requirement; and

(3) he must not have received any retirement pension or disability benefit from the Pension Fund; and

(4) his survivors must not have received any other death benefit from the Pension Fund.

(b) The amount of a Lump Sum Death Benefit shall be:

(1) the lesser of $4,000 or 50% of the Employer Contributions made on behalf of a deceased Participant if he had had Contributions **made on his behalf under Schedule B;** or

(2) the lesser of $2,000 or 50% of the Employer Contributions made on behalf of a deceased Participant if he had had Contributions **made on his behalf under Schedule A.**

(c) A Lump Sum Death Benefit is payable in equal shares to all members of the highest level of survivors as follows:

(1) Spouse;

(2) Dependent Children;

(3) Non-Dependent Children;

(4) Parents;

(5) Brothers and Sisters;

(6) Estate.

(d) The Pension Fund is not liable for benefits based upon this Section 6.04 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 6.05 BENEFIT CLASS 18/18+ DEATH BENEFIT

(a) A Benefit Class 18/18+ Death Benefit consisting of a $10,000 payment to the surviving spouse of a deceased Participant or, if none, to his dependent children (if any) in equal shares is payable if the Participant met each of the following requirements at the time of his death:

(1) He has had at least 10 days or 2 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 18 or 18+ or, if he is employed as a casual Employee or changes Contributing Employers (but not Bargaining Units) on or after such date, he had at least 100 days or 20 weeks of Employer Contributions **(and not Self-Contributions)** made on his behalf at a rate corresponding to Benefit Class 18 or 18+; and

(2) He died while he was an Active Participant or within 2 calendar years after he became an Inactive Participant; and

(3) He had at least 10 years of Service Credit; and

(4) He died prior to his Retirement Date if he was not a Disabled Participant or, if he was a Disabled Participant, he died while he was receiving a Monthly Disability Benefit and prior to his 65th birthday.

(b) The Benefit Class 18/18+ Death Benefit is payable in addition to any survivor benefit payable in accordance with Section 6.01 or 6.02.

(c) The Pension Fund is not liable for benefits based upon this Section 6.05 to the extent such liability has been transferred by the Pension Fund pursuant to APPENDIX L of this Pension Plan.

Section 6.06 CHOICE OF SURVIVOR BENEFITS OR DEATH BENEFITS

Except as otherwise provided in Section 6.05, only one survivor benefit or death benefit is payable upon the death of a Participant. If a surviving spouse or other payee is eligible for more than one survivor benefit and/or death benefit, a choice must be made by the payee as to which single survivor benefit or which single death benefit will be paid, provided that a payee eligible to receive a Benefit Class 18/18+ Death Benefit may also be eligible to receive a survivor benefit payable in accordance with Section 6.01 or 6.02. That choice upon being made shall be irrevocable, except in cases where a choice is made to receive a Lump Sum Death Benefit for which the surviving spouse or other payee is eligible before the Pension Fund completes the processing of a claim for a survivor benefit or another death benefit the surviving spouse or other payee is also eligible to receive. The choice of the benefit to be received must be made in writing on documents furnished by the Pension Fund. Any such document must be signed by the surviving spouse or other payee and witnessed by a notary public.

Section 6.07 SPECIAL RULES FOR DEATH OCCURRING DURING QUALIFIED MILITARY SERVICE

(a) In the case of a Participant who dies on or after January 1, 2007 while performing Qualified Military Service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Pension Plan had the Participant resumed and then terminated employment on account of death.

(b) For purposes of Section 6.07, the term “Qualified Military Service” means any Service in the Uniformed Services by a Participant if such Participant is entitled to USERRA reemployment rights provided in accordance with Internal Revenue Code § 414(u).

(c) For purposes of Section 6.07, the term “Service in the Uniformed Services” is defined in chapter 43 of title 38, United States Code, which includes, but is not limited to the performance of duty on a voluntary or involuntary basis in a uniformed service including active duty, active duty and inactive duty training, and full-time National Guard duty, for the United States Armed Forces (Army, Navy, Air Force, Marine Corps, and Coast Guard), the Army National Guard and the Air National Guard, the commissioned corps of the Public Health Service and National Oceanic and Atmospheric Administration, and any other category of persons designated by the President in time of war or national emergency.

ARTICLE VII ADMINISTRATION

Section 7.01 ADMINISTRATION AUTHORITY

The Board of Trustees has authority to control and manage jointly the operation and administration of the Pension Fund and of this Pension Plan in accordance with the terms of the Trust Agreement and of this Pension Plan and amendments thereof, including the authority to establish and effectuate funding policies and methods consistent with the objectives of this Pension Plan, and including the authority provided by the Trust Agreement to allocate responsibilities for the operation and administration of the Pension Fund and of this Pension Plan.

Section 7.02 AMENDMENT OF THE PENSION PLAN

This Pension Plan may be amended by the Board of Trustees at any time and to any lawful extent and purpose so long as such amendments comply with applicable provisions of the Internal Revenue Code, all other applicable federal laws and regulations, the contract articles creating the Pension Fund and the purposes set forth in the Trust Agreement.

Section 7.03 DECISIONS OF BOARD OF TRUSTEES

All decisions by the Board of Trustees, including all rules and regulations adopted by the Board of Trustees, all amendments of the Trust Agreement and this Pension Plan by the Board of Trustees and all interpretations by the Board of Trustees of any of said documents, shall be binding upon all parties to the Trust Agreement, the Union, each Contributing Employer, all individuals claiming benefits pursuant to this Pension Plan or any amendment thereof and all other individuals engaging in any transaction with the Pension Fund.

Section 7.04 BENEFITS CLAIM AND APPELLATE PROCEDURES

The Board of Trustees has adopted procedures to afford a fair and expeditious method for the processing of claims for pension and other benefits provided by this Pension Plan. APPENDIX B attached to this Pension Plan contains the Benefits Claim and Appeal Procedures effective at the present time (subject to possible amendment). Compliance with these procedures is a condition precedent to any legal action by a claimant with respect to a partial or complete denial of a claim for benefits.

Section 7.05 RECOVERY OF OVERPAYMENTS

(a) Any misrepresentation in a claim by a claimant to the Pension Fund for pension or other benefits or in the course of a review in accordance with the procedures described in Section 7.04 of this Pension Plan, shall constitute grounds for adjustment of the claim and of the requested benefits, for recovery by the Pension Fund of any benefit payments in reliance upon said misrepresentation and for any other equitable or legal remedies available to the Pension Fund.

(b) Whenever the Pension Fund has made benefit payments exceeding the amount determined by the provisions of its Pension Plan, due to a mistake, the Board of Trustees shall have a right to recover the excess payments.

Section 7.06 PAYMENT OF BENEFITS FOR INDIVIDUALS UNDER LEGAL DISABILITY OR IN SIMILAR MENTAL OR PHYSICAL CONDITION

In the event benefit payments pursuant to this Pension Plan are payable to an individual who is under legal disability, or to an individual who, while not adjudicated to be an incompetent, is shown to the satisfaction of the Board of Trustees to be unable, by reason of a mental or physical condition, to administer properly such payments, then such payments may be paid for the benefit of such individual in such of the following ways as the Board of Trustees determines to be appropriate:

(a) directly to such individual; or

(b) to the legally appointed guardian or conservator of such individual; or

(c) to a spouse, parent, brother or sister of such individual for his welfare, support or maintenance; or

(d) to an institution providing care to such individual for his support, maintenance and welfare.

Section 7.07 SPENDTHRIFT CLAUSE

No right to pension benefits or other benefits provided by this Pension Plan may be assigned or alienated in any manner, except as provided in this section and except as otherwise required or permitted by law. Upon receipt of written direction from any eligible recipient of monthly benefit payments, the Pension Fund will participate in an arrangement to make deductions from each monthly benefit payment, as authorized and directed by the recipient, and to transfer the amount of each such deduction to the Central States, Southeast and Southwest Areas Health and Welfare Fund as the recipient's monthly contribution to retain eligibility for coverage pursuant to the retiree benefit plan established by that fund. This deduction-transfer arrangement is effective commencing October 1, 1988 and will continue, relative to each such recipient who authorizes and directs it, until the Pension Fund receives the recipient's written cancellation of such authority and direction (or the earlier termination of benefits). Any authority and direction to the Pension Fund by a recipient of monthly benefit payments, to make such deductions and transfers, is revocable at any time by the recipient.

Section 7.08 ELIGIBILITY VERIFICATION

Each individual receiving pension or other benefits provided by this Pension Plan shall submit to the Pension Fund on request his sworn statement that verifies his continuing eligibility to receive such benefits. If such statement is not received by the Pension Fund within 60 days after a request therefor is mailed to his last known address, all benefit payments shall be suspended until such statement is received and approved by the Pension Fund.

Section 7.09 TERMINATION OF THE PENSION PLAN

It is the intention of the Board of Trustees that this Pension Plan shall continue to operate in full force and effect, although the Board of Trustees does reserve the power and right to terminate this Pension Plan in whole or in part. In the event of full or partial termination of this Pension Plan, the rights of all Participants to benefits accrued to the date of such full or partial termination, to the extent funded as of such date, shall be nonforfeitable.

Section 7.10 MERGERS

The Board of Trustees has authority to approve and effect any merger between the Pension Fund and another pension fund in accordance with the terms of the Trust Agreement and applicable federal law. No participant's or beneficiary's accrued benefit will be lower immediately after the effective date of any such merger than the benefit immediately before that date.

Section 7.11 CONSTRUCTION

This Pension Plan is created and administered in the State of Illinois. All questions pertaining to the validity of construction of this Pension Plan shall be determined in accordance with the laws of the State of Illinois and, to the extent of pre-emption with the laws and regulations of the United States.

Section 7.12 SAVINGS CLAUSE

If any provisions of this Pension Plan shall be held to be unlawful, or unlawful as to any individual or instance, such fact shall not affect adversely any other provision contained within the Pension Plan or the application of such provision to any other individual or instance unless and until such illegality shall make impossible the administration of this Pension Plan.

Section 7.13 CHANGE OF ADDRESS

A Pensioner, Disabled Participant or other individual receiving benefit payments who fails to notify the Pension Fund of a change of address shall have all benefit payments which are undeliverable held without interest unless and until a claim therefor is made.

Section 7.14 BENEFITS CLAIM FILING PROCEDURES

(a) The Benefits Claim Filing Procedures (in subsection (b) and (c), below) shall be applied to any written claim for benefits (other than Monthly Disability Benefits) filed by a Participant, surviving spouse or other individual claiming benefits under this Pension Plan for an event (the date of a retirement or death) which occurs on or after July 1, 1987.

(b) A Participant, surviving spouse or any other individual claiming benefits under this Pension Plan shall be required to file a written claim for benefits (other than Monthly Disability Benefits) with this Pension Fund within the 12 month period following the event (retirement or death) for

which benefits are being claimed. In addition, such a claimant shall also be required to notify the Pension Fund, in writing, and within the 12 month period following the date from which he intends his benefit payments to begin, that he wishes to begin receiving his benefit UNLESS he has already filed a written claim specifying that date.

(c) If a Participant, surviving spouse or any other individual claiming benefits under this Pension Plan fails to comply with the requirements in (b), above, he shall, in addition to future benefits, receive benefits only for the 12 calendar months preceding the month which follows the month in which he meets the last applicable requirement in (b), above.

Section 7.15 MAXIMUM BENEFIT LIMITATIONS

(a) No benefits payable in accordance with this Pension Plan shall exceed applicable maximum benefit limitations established by the Internal Revenue Code (‘Code’), including past and future amendments of the Code. The compensation limit established by Section 415(b)(1)(B) of the Code, which is incorporated by reference in this Pension Plan, as that limit applies to the actual compensation of any Vested Participant whose Contributory Service is concluded, shall be adjusted by multiplying the Participant’s actual compensation limit amount by a fraction, the numerator of which is the adjusted maximum dollar limitation (to be prescribed by the Secretary of the Treasury pursuant to Section 415 of the Code) for the current year and the denominator of which is the adjusted maximum dollar limitation for the final year of the Participant’s Contributory Service. If a Pensioner is also entitled to benefits from one or more defined benefit plans and the required combination of the Pensioner’s benefit from the Pension Fund and the other plan or plans requires some benefit adjustments to maintain compliance with applicable maximum benefit limitations of the Code, the benefit adjustments will be made by all such plans and the adjustment of each plan will be based upon its proportionate share of the aggregate benefits that would be payable by all such plans if such adjustments were not made.

(b) The term “compensation”, for purposes of this Section 7.15 and of Section 415 of the Code, includes those items specified in paragraph (d)(2)(i) of 26 CFR 1.415-2 and excludes those items specified in paragraph (d)(3) of 26 CFR 1.415-2, if applicable. For limitation years beginning on and after January 1, 1998, and for purposes of applying the compensation limit of this Section 7.15 and of Section 415 of the Code, compensation paid or made available during such limitation years shall include any elective deferral as defined in Section 402(g)(3)) of the Code as well as any elective amount which is not includible in the gross income of the Employee by reason of Section 125 or Section 132(f)(4) or Section 457 of the Code.

(c) As a result of an amendment (Public Law No. 107-16, Section 654) of Section 415 of the Code that became applicable to the Pension Fund and the Pension Plan in the plan year that began on January 1, 2002, the compensation limit of Section 415(b)(1)(B) of the Code is not applicable to any benefits distributed by the Pension Fund on and after January 1, 2002.

Section 7.16 DIRECT ROLLOVER PAYMENTS TO ELIGIBLE RETIREMENT PLANS

(a) This Section 7.16 applies to distributions made on or after January 1, 1993. Notwithstanding any provision of this Pension Plan to the contrary that would otherwise limit a distributee's election under this Section 7.16, a distributee may elect, at the time and in the manner prescribed by the Board of Trustees, to have an eligible rollover distribution (either the entire distribution or a portion no less than $500) paid directly to an eligible retirement plan specified by the distributee in a direct rollover. In the event of an eligible rollover distribution greater than $1,000, if the distributee does not elect either to have such distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover or to receive the distribution directly, the Pension Fund will pay the distribution in a direct rollover to an individual retirement plan designated by the Board of Trustees.

(b) Definitions:

(1) Code: Internal Revenue Code.

(2) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life of the distributee or the joint lives of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; and any distribution to the extent such distribution is required under Section 401(a)(9) of the Code. An eligible rollover distribution includes:

(A) a lump sum benefit that is payable to a Pensioner upon the death of the spouse of the Pensioner, in accordance with Section 4.10(c)(5) of this Pension Plan;

(B) each distribution of the balance of the first 60 months of retirement pension benefit payments that is payable to the surviving spouse of a Pensioner upon the death of the Pensioner before receiving 60 months of payments, in accordance with Section 4.10(d)(4) of this Pension Plan;

(C) the Lump Sum Disability Benefit that is payable to a Participant (or, if the disabled Participant dies before this benefit is paid, to the surviving spouse of the Participant), in accordance with Section 5.03 of this Pension Plan; and

(D) each distribution of the 60-Month Survivor Benefit that is payable to the surviving spouse of a Participant who dies before his Retirement Date, in accordance with Section 6.02 of this Pension Plan; and

(E) the portion of a distribution that consists of after-tax employee contributions which are not included in gross income, provided that such portion may be paid only to an

individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified trust or to an annuity contract described in section 403(b) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(3) Eligible retirement plan: An eligible retirement plan is any one of the following entities which accepts the distributee's eligible rollover distribution: an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible plan which is both described in Section 457(b) of the Code and maintained by an eligible employer defined in Section 457(e)(1)(A) of the Code ("a State, political subdivision of a State, and any agency or instrumentality of a State or political subdivision of a State"). This definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse of a Participant or Pensioner, or to the spouse or former spouse of a Participant or Pensioner who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

(4) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse, and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(5) Direct rollover: A direct rollover is a payment by the Pension Fund to the eligible retirement plan specified by the distributee.

(c) Special Rule for Designated Non-Spousal Beneficiary: Effective January 1, 2010, a Participant's non-spousal Beneficiary may elect to transfer a distribution that would be an eligible rollover distribution if it were made to a spousal Beneficiary to an IRA described in section 408(a) or (b) of the Code that will be treated as an inherited IRA, within the meaning of section 408(d)(3)(C) of the Code, pursuant to a direct rollover. A trust can be a designated beneficiary if it meets the requirements of section 401(a)(9)(E) of the Code.

(d) Rollover to Roth IRA: Notwithstanding any provision of the Plan to the contrary, for distributions made on or after January 1, 2008 (effective January 1, 2010 with regard to a non-spousal Beneficiary), a distributee or non-spousal Beneficiary may roll over directly all or any portion of his eligible rollover distribution to a Roth IRA, subject to the limitations set forth in Section 408A of the Code. The Board of Trustees is not responsible for assuring that the distributee or non-spousal Beneficiary is eligible to make a rollover under this Section.

Section 7.17 ASSET-TRANSFER RULES UNDER SECTION 4234 OF ERISA

The Pension Plan shall not transfer liabilities to a single-employer plan pursuant to Section 4232 of ERISA; accordingly, assets shall not be transferred pursuant to Section 4234 of ERISA. The preceding sentence shall not apply to any transfer of liabilities pursuant to APPENDIX L of this Pension Plan.

Section 7.18 VALIDITY OF ELECTIONS AND CONSENTS MADE WITH RESPECT TO THE UPS/IBT FULL-TIME PENSION PLAN

Notwithstanding anything to the contrary, any election or spousal consent made under the UPS/IBT Full-Time Employee Pension Plan by any Grandfathered Central States Pension Plan Participant (as defined in such other plan) shall be given full force and effect as an election or spousal consent with respect to any benefits payable under this Pension Plan (and shall not be subject to change or revocation by reason of the passage of time, change in marital status or any other event after benefits have commenced under the UPS/IBT Full-Time Employee Pension Plan).

Section 7.19 REHABILITATION PLAN: PENSION PROTECTION ACT OF 2006

In compliance with the Pension Protection Act of 2006 (Pub.L. 109-280), the Board of Trustees adopted a rehabilitation plan (which is APPENDIX M of this Pension Plan) on March 25, 2008, effective immediately. Benefits, and rights to benefits, described in this Pension Plan may be reduced, eliminated and otherwise adjusted at any time to the extent provided in APPENDIX M of this Pension Plan, as initially adopted and as may be amended at any time, and any such reduction, elimination and other adjustment will be retroactively and prospectively applicable and effective to the extent provided in APPENDIX M.

APPENDIX A-1. ADJUSTMENT FACTORS FOR THE JOINT AND 50% SURVIVING SPOUSE OPTION

Section 1. ANTI-CUTBACK PROVISION

(a) Relative to any effective date of benefit payments prior to March 1, 2008, if the Participant who retires or otherwise becomes eligible for benefits from the Pension Plan on or after January 1, 1985, would have been eligible for benefits from the Pension Plan in effect on December 31, 1984, had he retired on December 31, 1984, the Participant, if he elects to receive his benefits under the Joint and 50% Surviving Spouse Option form of payment, shall be eligible to receive the greater of:

(1) the amount determined under this Pension Plan using the Adjustment Factors provided in Section 2 of this Appendix A-1;

(2) the amount he could have received if he had retired on December 31, 1984, using the adjustment factors provided in the Pension Plan in effect on that date.

As used in this Appendix A-1, the phrase "effective date of benefit payments" means the first day of the first period for which an amount is payable to a Pensioner as a retirement pension (including a "retroactive annuity starting date" as defined in Section 4.10 of this Pension Plan).

(b) Relative to any effective date of benefit payments on or after March 1, 2008, the Participant, if he elects to receive his benefits under the Joint and 50% Surviving Spouse Option form of payment, shall be eligible to receive the greater of:

(1) the amount determined under subsection (a) of this section;

(2) the amount determined using the Adjustment Factors provided in Section 3 of this Appendix A-1.

Section 2. TABLE OF SEX NEUTRAL ADJUSTMENT FACTORS: BENEFIT PAYMENTS INITIALLY EFFECTIVE PRIOR TO MARCH 1, 2008

The Table below shall be used to calculate the Joint and 50% Surviving Spouse Option form of payment if:

(a) the effective date of benefit payments is after December 31, 1984, and prior to March 1, 2008; or

(b) the Participant had not reached his 55th birthday before his death or Retirement Date, but had earned any Contributory Service after August 18, 1984.

APPENDIX A-1, SECTION 2

Table of Sex Neutral Adjustment Factors

(age difference is determined by the difference between the Participant's year of birth and the spouse's year of birth)

PARTICIPANT OLDER THAN SPOUSE		PARTICIPANT YOUNGER THAN SPOUSE	
AGE DIFFERENCE IN YEARS	**ADJUSTMENT FACTOR**	**AGE DIFFERENCE IN YEARS**	**ADJUSTMENT FACTOR**
0	.850	0	.850
1	.850	1	.850
2	.850	2	.850
3	.850	3	.850
4	.850	4	.850
5	.850	5	.850
6	.850	6	.850
7	.850	7	.850
8	.850	8	.850
9	.850	9	.850
10	.850	10	.850
11	.840	11	.870
12	.830	12	.890
13	.820	13	.910
14	.810	14	.930
15	.800	15	.950
16	.790	16	.950
17	.780	17	.950
18	.770	18	.950
19	.760	19	.950
20 or more	.750	20 or more	.950

Section 3. TABLE OF SEX NEUTRAL ADJUSTMENT FACTORS: BENEFIT PAYMENTS INITIALLY EFFECTIVE ON OR AFTER MARCH 1, 2008

The Table below shall be used to calculate the Joint and 50% Surviving Spouse Option form of payment if the effective date of payments is on or after March 1, 2008.

	Spouse Age									
Retiree Age	28	29	30	31	32	33	34	35	36	37
28	0.9824	0.9829	0.9835	0.9840	0.9845	0.9851	0.9856	0.9861	0.9866	0.9871
29	0.9808	0.9814	0.9820	0.9826	0.9831	0.9837	0.9843	0.9848	0.9854	0.9859
30	0.9792	0.9798	0.9804	0.9810	0.9816	0.9822	0.9828	0.9834	0.9840	0.9846
31	0.9775	0.9782	0.9788	0.9795	0.9801	0.9808	0.9814	0.9821	0.9827	0.9833
32	0.9758	0.9765	0.9772	0.9778	0.9785	0.9792	0.9799	0.9806	0.9813	0.9819
33	0.9739	0.9746	0.9754	0.9761	0.9768	0.9775	0.9783	0.9790	0.9797	0.9804
34	0.9719	0.9727	0.9734	0.9742	0.9750	0.9757	0.9765	0.9773	0.9780	0.9788
35	0.9698	0.9706	0.9714	0.9722	0.9730	0.9738	0.9746	0.9754	0.9763	0.9771
36	0.9675	0.9684	0.9692	0.9700	0.9709	0.9717	0.9726	0.9735	0.9743	0.9752
37	0.9651	0.9660	0.9668	0.9677	0.9686	0.9695	0.9704	0.9713	0.9722	0.9731
38	0.9625	0.9634	0.9643	0.9652	0.9661	0.9671	0.9680	0.9690	0.9700	0.9709
39	0.9597	0.9606	0.9616	0.9625	0.9635	0.9645	0.9655	0.9665	0.9675	0.9685
40	0.9567	0.9577	0.9587	0.9596	0.9607	0.9617	0.9627	0.9638	0.9649	0.9659
41	0.9535	0.9545	0.9555	0.9565	0.9576	0.9587	0.9597	0.9609	0.9620	0.9631
42	0.9501	0.9511	0.9521	0.9532	0.9543	0.9554	0.9565	0.9577	0.9589	0.9600
43	0.9464	0.9474	0.9485	0.9496	0.9507	0.9519	0.9531	0.9543	0.9555	0.9567
44	0.9425	0.9435	0.9446	0.9458	0.9469	0.9481	0.9493	0.9506	0.9519	0.9531
45	0.9383	0.9393	0.9405	0.9416	0.9428	0.9441	0.9453	0.9466	0.9479	0.9493
46	0.9338	0.9349	0.9360	0.9372	0.9385	0.9397	0.9410	0.9424	0.9437	0.9451
47	0.9289	0.9301	0.9313	0.9325	0.9338	0.9351	0.9364	0.9378	0.9392	0.9406
48	0.9238	0.9250	0.9262	0.9274	0.9287	0.9301	0.9314	0.9329	0.9343	0.9358
49	0.9183	0.9195	0.9207	0.9220	0.9233	0.9247	0.9261	0.9276	0.9291	0.9306
50	0.9124	0.9136	0.9149	0.9162	0.9175	0.9189	0.9204	0.9219	0.9234	0.9250
51	0.9061	0.9073	0.9086	0.9099	0.9113	0.9127	0.9142	0.9158	0.9174	0.9190
52	0.8994	0.9007	0.9020	0.9033	0.9047	0.9062	0.9077	0.9093	0.9109	0.9126
53	0.8923	0.8936	0.8949	0.8963	0.8977	0.8992	0.9007	0.9024	0.9040	0.9057
54	0.8847	0.8860	0.8874	0.8888	0.8902	0.8917	0.8933	0.8950	0.8967	0.8984
55	0.8767	0.8780	0.8794	0.8808	0.8823	0.8838	0.8854	0.8871	0.8888	0.8906
56	0.8683	0.8696	0.8710	0.8724	0.8739	0.8755	0.8771	0.8788	0.8806	0.8824
57	0.8595	0.8608	0.8622	0.8636	0.8652	0.8667	0.8684	0.8701	0.8719	0.8738
58	0.8503	0.8516	0.8530	0.8545	0.8560	0.8576	0.8593	0.8610	0.8628	0.8647
59	0.8406	0.8420	0.8434	0.8448	0.8464	0.8480	0.8497	0.8515	0.8533	0.8552
60	0.8305	0.8318	0.8333	0.8348	0.8363	0.8379	0.8397	0.8414	0.8433	0.8453
61	0.8199	0.8213	0.8227	0.8242	0.8258	0.8274	0.8291	0.8310	0.8328	0.8348
62	0.8090	0.8103	0.8118	0.8133	0.8148	0.8165	0.8182	0.8200	0.8220	0.8240
63	0.7976	0.7989	0.8004	0.8019	0.8035	0.8051	0.8069	0.8087	0.8106	0.8126
64	0.7858	0.7872	0.7886	0.7902	0.7918	0.7934	0.7952	0.7970	0.7990	0.8010
65	0.7737	0.7750	0.7765	0.7780	0.7796	0.7813	0.7830	0.7849	0.7868	0.7889
66	0.7610	0.7624	0.7638	0.7654	0.7670	0.7686	0.7704	0.7723	0.7742	0.7763
67	0.7481	0.7495	0.7509	0.7524	0.7540	0.7557	0.7575	0.7594	0.7613	0.7634
68	0.7348	0.7361	0.7376	0.7391	0.7407	0.7424	0.7441	0.7460	0.7479	0.7500
69	0.7208	0.7222	0.7236	0.7251	0.7267	0.7284	0.7302	0.7320	0.7340	0.7361
70	0.7064	0.7077	0.7092	0.7107	0.7123	0.7139	0.7157	0.7176	0.7195	0.7216
71	0.6914	0.6928	0.6942	0.6957	0.6973	0.6990	0.7007	0.7026	0.7045	0.7066
72	0.6759	0.6772	0.6787	0.6801	0.6817	0.6834	0.6851	0.6870	0.6889	0.6910
73	0.6597	0.6611	0.6625	0.6639	0.6655	0.6672	0.6689	0.6707	0.6726	0.6747
74	0.6429	0.6442	0.6456	0.6471	0.6487	0.6503	0.6520	0.6538	0.6558	0.6578
75	0.6255	0.6269	0.6282	0.6297	0.6312	0.6328	0.6345	0.6364	0.6382	0.6403
76	0.6078	0.6091	0.6104	0.6119	0.6134	0.6150	0.6167	0.6184	0.6203	0.6223
77	0.5894	0.5907	0.5921	0.5935	0.5950	0.5966	0.5982	0.6000	0.6019	0.6038
78	0.5708	0.5721	0.5734	0.5748	0.5763	0.5778	0.5795	0.5812	0.5830	0.5850
79	0.5519	0.5531	0.5544	0.5558	0.5572	0.5588	0.5604	0.5621	0.5639	0.5658
80	0.5327	0.5339	0.5352	0.5365	0.5380	0.5395	0.5411	0.5427	0.5445	0.5464

	Spouse Age									
Retiree Age	38	39	40	41	42	43	44	45	46	47
28	0.9876	0.9881	0.9885	0.9890	0.9894	0.9898	0.9902	0.9906	0.9910	0.9914
29	0.9864	0.9869	0.9874	0.9879	0.9884	0.9889	0.9893	0.9897	0.9902	0.9906
30	0.9852	0.9857	0.9863	0.9868	0.9873	0.9878	0.9883	0.9888	0.9892	0.9897
31	0.9839	0.9845	0.9851	0.9857	0.9862	0.9868	0.9873	0.9878	0.9883	0.9888
32	0.9826	0.9832	0.9839	0.9845	0.9851	0.9857	0.9862	0.9868	0.9874	0.9879
33	0.9811	0.9818	0.9825	0.9832	0.9838	0.9845	0.9851	0.9857	0.9863	0.9869
34	0.9796	0.9803	0.9810	0.9818	0.9825	0.9832	0.9839	0.9845	0.9852	0.9858
35	0.9779	0.9787	0.9795	0.9802	0.9810	0.9818	0.9825	0.9832	0.9839	0.9846
36	0.9760	0.9769	0.9777	0.9786	0.9794	0.9802	0.9810	0.9818	0.9825	0.9833
37	0.9741	0.9750	0.9759	0.9768	0.9777	0.9785	0.9794	0.9802	0.9811	0.9819
38	0.9719	0.9729	0.9738	0.9748	0.9757	0.9767	0.9776	0.9785	0.9794	0.9803
39	0.9696	0.9706	0.9716	0.9726	0.9736	0.9747	0.9756	0.9766	0.9776	0.9785
40	0.9670	0.9681	0.9692	0.9703	0.9714	0.9724	0.9735	0.9745	0.9756	0.9766
41	0.9642	0.9654	0.9665	0.9677	0.9688	0.9700	0.9711	0.9723	0.9734	0.9745
42	0.9612	0.9624	0.9637	0.9649	0.9661	0.9673	0.9685	0.9697	0.9709	0.9721
43	0.9580	0.9592	0.9605	0.9618	0.9631	0.9644	0.9657	0.9670	0.9683	0.9695
44	0.9545	0.9558	0.9571	0.9585	0.9599	0.9612	0.9626	0.9640	0.9653	0.9667
45	0.9507	0.9520	0.9535	0.9549	0.9563	0.9578	0.9592	0.9607	0.9621	0.9636
46	0.9466	0.9480	0.9495	0.9510	0.9525	0.9540	0.9555	0.9571	0.9586	0.9601
47	0.9421	0.9436	0.9452	0.9467	0.9483	0.9499	0.9515	0.9531	0.9548	0.9564
48	0.9374	0.9389	0.9405	0.9421	0.9438	0.9455	0.9472	0.9489	0.9506	0.9523
49	0.9322	0.9338	0.9355	0.9372	0.9389	0.9407	0.9424	0.9442	0.9460	0.9479
50	0.9267	0.9283	0.9301	0.9318	0.9336	0.9354	0.9373	0.9392	0.9411	0.9430
51	0.9207	0.9224	0.9242	0.9260	0.9279	0.9298	0.9317	0.9337	0.9357	0.9377
52	0.9143	0.9161	0.9180	0.9198	0.9218	0.9237	0.9258	0.9278	0.9299	0.9320
53	0.9075	0.9094	0.9113	0.9132	0.9152	0.9172	0.9193	0.9215	0.9236	0.9258
54	0.9002	0.9021	0.9041	0.9061	0.9081	0.9103	0.9124	0.9146	0.9169	0.9192
55	0.8925	0.8944	0.8964	0.8985	0.9006	0.9028	0.9050	0.9073	0.9096	0.9120
56	0.8843	0.8863	0.8883	0.8904	0.8926	0.8948	0.8972	0.8995	0.9019	0.9044
57	0.8757	0.8778	0.8798	0.8820	0.8842	0.8865	0.8889	0.8914	0.8939	0.8964
58	0.8667	0.8688	0.8709	0.8731	0.8754	0.8778	0.8802	0.8827	0.8853	0.8879
59	0.8573	0.8593	0.8615	0.8638	0.8661	0.8685	0.8710	0.8736	0.8763	0.8790
60	0.8473	0.8494	0.8516	0.8539	0.8563	0.8588	0.8614	0.8640	0.8667	0.8695
61	0.8369	0.8390	0.8413	0.8436	0.8460	0.8486	0.8512	0.8539	0.8567	0.8596
62	0.8260	0.8282	0.8305	0.8329	0.8353	0.8379	0.8406	0.8433	0.8462	0.8491
63	0.8148	0.8170	0.8193	0.8217	0.8242	0.8268	0.8295	0.8323	0.8352	0.8382
64	0.8031	0.8053	0.8077	0.8101	0.8126	0.8153	0.8180	0.8209	0.8239	0.8269
65	0.7910	0.7932	0.7956	0.7980	0.8006	0.8033	0.8061	0.8090	0.8120	0.8151
66	0.7784	0.7807	0.7830	0.7855	0.7881	0.7908	0.7936	0.7966	0.7997	0.8029
67	0.7655	0.7678	0.7702	0.7727	0.7753	0.7780	0.7809	0.7839	0.7870	0.7902
68	0.7522	0.7544	0.7568	0.7593	0.7620	0.7647	0.7676	0.7706	0.7738	0.7770
69	0.7382	0.7405	0.7429	0.7454	0.7481	0.7508	0.7537	0.7568	0.7599	0.7633
70	0.7237	0.7260	0.7284	0.7309	0.7336	0.7364	0.7393	0.7424	0.7456	0.7489
71	0.7087	0.7110	0.7134	0.7159	0.7186	0.7214	0.7243	0.7274	0.7306	0.7340
72	0.6931	0.6954	0.6978	0.7003	0.7029	0.7057	0.7087	0.7117	0.7150	0.7184
73	0.6768	0.6791	0.6815	0.6840	0.6866	0.6894	0.6923	0.6954	0.6987	0.7021
74	0.6599	0.6622	0.6645	0.6670	0.6697	0.6724	0.6754	0.6784	0.6817	0.6851
75	0.6424	0.6446	0.6469	0.6494	0.6520	0.6548	0.6577	0.6608	0.6640	0.6674
76	0.6244	0.6266	0.6289	0.6314	0.6340	0.6367	0.6396	0.6427	0.6459	0.6493
77	0.6059	0.6081	0.6104	0.6128	0.6154	0.6181	0.6209	0.6240	0.6272	0.6305
78	0.5870	0.5892	0.5914	0.5938	0.5964	0.5991	0.6019	0.6049	0.6080	0.6114
79	0.5678	0.5699	0.5722	0.5745	0.5770	0.5797	0.5825	0.5854	0.5886	0.5919
80	0.5484	0.5504	0.5526	0.5550	0.5574	0.5600	0.5628	0.5657	0.5688	0.5721

	Spouse Age									
Retiree Age	48	49	50	51	52	53	54	55	56	57
28	0.9917	0.9921	0.9924	0.9927	0.9930	0.9933	0.9935	0.9938	0.9941	0.9943
29	0.9909	0.9913	0.9917	0.9920	0.9923	0.9926	0.9930	0.9932	0.9935	0.9938
30	0.9901	0.9905	0.9909	0.9912	0.9916	0.9920	0.9923	0.9926	0.9929	0.9932
31	0.9893	0.9897	0.9901	0.9906	0.9909	0.9913	0.9917	0.9920	0.9924	0.9927
32	0.9884	0.9889	0.9893	0.9898	0.9902	0.9907	0.9911	0.9914	0.9918	0.9922
33	0.9874	0.9880	0.9885	0.9890	0.9895	0.9899	0.9904	0.9908	0.9912	0.9916
34	0.9864	0.9870	0.9875	0.9881	0.9886	0.9891	0.9896	0.9901	0.9905	0.9909
35	0.9853	0.9859	0.9865	0.9871	0.9877	0.9883	0.9888	0.9893	0.9898	0.9903
36	0.9840	0.9847	0.9854	0.9860	0.9867	0.9873	0.9879	0.9884	0.9890	0.9895
37	0.9826	0.9834	0.9841	0.9849	0.9856	0.9862	0.9869	0.9875	0.9881	0.9887
38	0.9811	0.9820	0.9828	0.9836	0.9843	0.9851	0.9858	0.9864	0.9871	0.9877
39	0.9795	0.9804	0.9812	0.9821	0.9829	0.9837	0.9845	0.9853	0.9860	0.9867
40	0.9776	0.9786	0.9795	0.9805	0.9814	0.9823	0.9831	0.9839	0.9847	0.9855
41	0.9755	0.9766	0.9776	0.9787	0.9796	0.9806	0.9815	0.9824	0.9833	0.9841
42	0.9733	0.9744	0.9755	0.9766	0.9777	0.9787	0.9798	0.9807	0.9817	0.9826
43	0.9708	0.9720	0.9732	0.9744	0.9756	0.9767	0.9778	0.9789	0.9799	0.9809
44	0.9680	0.9693	0.9706	0.9719	0.9732	0.9744	0.9756	0.9768	0.9779	0.9790
45	0.9650	0.9664	0.9678	0.9692	0.9705	0.9719	0.9732	0.9744	0.9757	0.9769
46	0.9617	0.9632	0.9647	0.9662	0.9676	0.9691	0.9705	0.9718	0.9732	0.9745
47	0.9580	0.9596	0.9612	0.9628	0.9644	0.9660	0.9675	0.9690	0.9704	0.9718
48	0.9540	0.9558	0.9575	0.9592	0.9609	0.9625	0.9642	0.9658	0.9673	0.9689
49	0.9497	0.9515	0.9533	0.9551	0.9569	0.9587	0.9605	0.9622	0.9639	0.9656
50	0.9449	0.9468	0.9488	0.9507	0.9526	0.9545	0.9564	0.9583	0.9601	0.9619
51	0.9397	0.9418	0.9438	0.9458	0.9479	0.9499	0.9519	0.9539	0.9559	0.9578
52	0.9341	0.9363	0.9384	0.9406	0.9428	0.9449	0.9471	0.9492	0.9513	0.9534
53	0.9281	0.9303	0.9326	0.9349	0.9371	0.9394	0.9417	0.9440	0.9462	0.9485
54	0.9215	0.9239	0.9262	0.9286	0.9311	0.9335	0.9359	0.9383	0.9407	0.9431
55	0.9144	0.9169	0.9194	0.9219	0.9245	0.9270	0.9296	0.9321	0.9347	0.9372
56	0.9069	0.9095	0.9121	0.9148	0.9174	0.9201	0.9228	0.9255	0.9282	0.9309
57	0.8990	0.9017	0.9044	0.9072	0.9100	0.9128	0.9156	0.9185	0.9213	0.9242
58	0.8907	0.8934	0.8962	0.8991	0.9020	0.9050	0.9079	0.9109	0.9140	0.9170
59	0.8818	0.8847	0.8876	0.8906	0.8936	0.8967	0.8998	0.9029	0.9061	0.9093
60	0.8724	0.8754	0.8784	0.8815	0.8846	0.8878	0.8911	0.8944	0.8977	0.9010
61	0.8625	0.8656	0.8687	0.8719	0.8752	0.8785	0.8819	0.8853	0.8888	0.8922
62	0.8522	0.8553	0.8585	0.8618	0.8652	0.8687	0.8722	0.8757	0.8793	0.8830
63	0.8414	0.8446	0.8479	0.8513	0.8548	0.8583	0.8620	0.8657	0.8694	0.8732
64	0.8301	0.8334	0.8368	0.8403	0.8439	0.8476	0.8513	0.8552	0.8591	0.8630
65	0.8184	0.8218	0.8252	0.8288	0.8325	0.8363	0.8402	0.8441	0.8481	0.8522
66	0.8062	0.8096	0.8131	0.8168	0.8206	0.8245	0.8285	0.8325	0.8367	0.8409
67	0.7936	0.7971	0.8007	0.8044	0.8083	0.8123	0.8164	0.8206	0.8248	0.8292
68	0.7805	0.7840	0.7877	0.7915	0.7955	0.7995	0.8037	0.8080	0.8124	0.8170
69	0.7667	0.7703	0.7741	0.7780	0.7820	0.7861	0.7904	0.7948	0.7993	0.8040
70	0.7524	0.7560	0.7598	0.7638	0.7679	0.7721	0.7765	0.7810	0.7856	0.7904
71	0.7375	0.7412	0.7450	0.7490	0.7532	0.7575	0.7619	0.7665	0.7712	0.7761
72	0.7219	0.7256	0.7295	0.7335	0.7377	0.7421	0.7466	0.7513	0.7561	0.7611
73	0.7056	0.7094	0.7133	0.7173	0.7216	0.7260	0.7306	0.7353	0.7402	0.7453
74	0.6886	0.6924	0.6963	0.7004	0.7047	0.7091	0.7138	0.7186	0.7235	0.7287
75	0.6710	0.6747	0.6787	0.6828	0.6871	0.6916	0.6962	0.7011	0.7061	0.7113
76	0.6528	0.6566	0.6605	0.6646	0.6689	0.6734	0.6781	0.6830	0.6881	0.6934
77	0.6341	0.6378	0.6417	0.6459	0.6502	0.6547	0.6594	0.6643	0.6694	0.6747
78	0.6149	0.6186	0.6225	0.6266	0.6309	0.6354	0.6402	0.6451	0.6502	0.6555
79	0.5954	0.5990	0.6029	0.6070	0.6113	0.6158	0.6205	0.6254	0.6305	0.6359
80	0.5755	0.5792	0.5830	0.5870	0.5913	0.5958	0.6004	0.6053	0.6105	0.6158

	Spouse Age									
Retiree Age	58	59	60	61	62	63	64	65	66	67
28	0.9945	0.9948	0.9950	0.9952	0.9954	0.9955	0.9957	0.9959	0.9961	0.9962
29	0.9940	0.9943	0.9945	0.9947	0.9949	0.9951	0.9953	0.9955	0.9957	0.9959
30	0.9935	0.9937	0.9940	0.9942	0.9945	0.9947	0.9949	0.9951	0.9953	0.9955
31	0.9930	0.9933	0.9936	0.9938	0.9941	0.9943	0.9945	0.9948	0.9950	0.9952
32	0.9925	0.9928	0.9931	0.9934	0.9937	0.9939	0.9942	0.9944	0.9947	0.9949
33	0.9919	0.9923	0.9926	0.9929	0.9933	0.9935	0.9938	0.9941	0.9943	0.9946
34	0.9914	0.9917	0.9921	0.9925	0.9928	0.9931	0.9934	0.9937	0.9940	0.9942
35	0.9907	0.9911	0.9915	0.9919	0.9923	0.9926	0.9930	0.9933	0.9936	0.9939
36	0.9900	0.9905	0.9909	0.9913	0.9918	0.9921	0.9925	0.9929	0.9932	0.9935
37	0.9892	0.9897	0.9902	0.9907	0.9911	0.9916	0.9920	0.9924	0.9927	0.9931
38	0.9883	0.9889	0.9895	0.9900	0.9905	0.9909	0.9914	0.9918	0.9922	0.9926
39	0.9873	0.9880	0.9886	0.9892	0.9897	0.9902	0.9907	0.9912	0.9916	0.9921
40	0.9862	0.9869	0.9876	0.9882	0.9888	0.9894	0.9900	0.9905	0.9910	0.9915
41	0.9849	0.9857	0.9864	0.9872	0.9878	0.9885	0.9891	0.9897	0.9902	0.9907
42	0.9835	0.9843	0.9852	0.9859	0.9867	0.9874	0.9881	0.9887	0.9893	0.9899
43	0.9819	0.9828	0.9837	0.9846	0.9854	0.9862	0.9869	0.9877	0.9883	0.9890
44	0.9801	0.9811	0.9821	0.9830	0.9839	0.9848	0.9856	0.9864	0.9872	0.9879
45	0.9780	0.9792	0.9802	0.9813	0.9823	0.9833	0.9842	0.9851	0.9859	0.9867
46	0.9758	0.9770	0.9782	0.9793	0.9804	0.9815	0.9825	0.9835	0.9844	0.9853
47	0.9732	0.9746	0.9759	0.9771	0.9783	0.9795	0.9806	0.9817	0.9827	0.9837
48	0.9704	0.9718	0.9733	0.9746	0.9760	0.9772	0.9785	0.9797	0.9808	0.9819
49	0.9672	0.9688	0.9703	0.9718	0.9733	0.9747	0.9760	0.9774	0.9786	0.9798
50	0.9637	0.9654	0.9671	0.9687	0.9703	0.9718	0.9733	0.9747	0.9761	0.9774
51	0.9597	0.9616	0.9634	0.9652	0.9669	0.9686	0.9702	0.9718	0.9733	0.9748
52	0.9554	0.9574	0.9594	0.9613	0.9632	0.9650	0.9668	0.9685	0.9702	0.9718
53	0.9507	0.9528	0.9550	0.9570	0.9591	0.9610	0.9630	0.9648	0.9666	0.9684
54	0.9454	0.9478	0.9501	0.9523	0.9545	0.9566	0.9587	0.9608	0.9627	0.9646
55	0.9397	0.9422	0.9447	0.9471	0.9494	0.9518	0.9540	0.9562	0.9584	0.9605
56	0.9336	0.9362	0.9388	0.9414	0.9440	0.9465	0.9489	0.9513	0.9536	0.9559
57	0.9270	0.9298	0.9326	0.9354	0.9381	0.9408	0.9434	0.9460	0.9485	0.9510
58	0.9200	0.9230	0.9259	0.9289	0.9318	0.9347	0.9375	0.9403	0.9430	0.9457
59	0.9124	0.9156	0.9188	0.9219	0.9250	0.9281	0.9311	0.9341	0.9370	0.9399
60	0.9044	0.9077	0.9111	0.9144	0.9177	0.9210	0.9242	0.9274	0.9305	0.9336
61	0.8958	0.8993	0.9028	0.9063	0.9098	0.9133	0.9168	0.9202	0.9235	0.9268
62	0.8867	0.8904	0.8941	0.8978	0.9015	0.9052	0.9088	0.9125	0.9160	0.9196
63	0.8771	0.8809	0.8848	0.8887	0.8926	0.8965	0.9004	0.9043	0.9081	0.9119
64	0.8670	0.8711	0.8751	0.8792	0.8833	0.8874	0.8915	0.8956	0.8997	0.9037
65	0.8564	0.8606	0.8649	0.8692	0.8735	0.8778	0.8821	0.8864	0.8907	0.8950
66	0.8453	0.8496	0.8541	0.8585	0.8630	0.8676	0.8721	0.8766	0.8812	0.8857
67	0.8337	0.8382	0.8428	0.8475	0.8522	0.8569	0.8617	0.8664	0.8712	0.8760
68	0.8216	0.8263	0.8310	0.8358	0.8407	0.8457	0.8506	0.8556	0.8606	0.8657
69	0.8087	0.8136	0.8185	0.8235	0.8286	0.8337	0.8389	0.8441	0.8493	0.8546
70	0.7952	0.8002	0.8053	0.8105	0.8157	0.8210	0.8264	0.8318	0.8373	0.8428
71	0.7811	0.7862	0.7914	0.7967	0.8022	0.8077	0.8132	0.8189	0.8246	0.8303
72	0.7662	0.7714	0.7768	0.7822	0.7878	0.7935	0.7992	0.8051	0.8110	0.8170
73	0.7505	0.7558	0.7613	0.7669	0.7726	0.7784	0.7844	0.7904	0.7965	0.8028
74	0.7340	0.7394	0.7450	0.7507	0.7566	0.7626	0.7687	0.7749	0.7812	0.7876
75	0.7167	0.7222	0.7279	0.7337	0.7397	0.7458	0.7521	0.7584	0.7650	0.7716
76	0.6988	0.7044	0.7102	0.7161	0.7222	0.7284	0.7348	0.7413	0.7480	0.7548
77	0.6802	0.6859	0.6917	0.6977	0.7039	0.7102	0.7167	0.7234	0.7302	0.7372
78	0.6610	0.6668	0.6727	0.6787	0.6850	0.6914	0.6980	0.7048	0.7117	0.7189
79	0.6414	0.6472	0.6531	0.6592	0.6655	0.6720	0.6787	0.6856	0.6926	0.6999
80	0.6214	0.6271	0.6331	0.6392	0.6456	0.6521	0.6589	0.6658	0.6730	0.6803

	Spouse Age									
Retiree Age	68	69	70	71	72	73	74	75	76	77
28	0.9964	0.9965	0.9967	0.9968	0.9970	0.9971	0.9973	0.9974	0.9975	0.9976
29	0.9960	0.9962	0.9964	0.9965	0.9967	0.9968	0.9970	0.9971	0.9972	0.9974
30	0.9957	0.9958	0.9960	0.9962	0.9963	0.9965	0.9966	0.9968	0.9969	0.9971
31	0.9954	0.9956	0.9958	0.9959	0.9961	0.9963	0.9964	0.9966	0.9967	0.9969
32	0.9951	0.9953	0.9955	0.9957	0.9959	0.9960	0.9962	0.9964	0.9965	0.9967
33	0.9948	0.9950	0.9952	0.9954	0.9956	0.9958	0.9960	0.9962	0.9963	0.9965
34	0.9945	0.9947	0.9950	0.9952	0.9954	0.9956	0.9958	0.9960	0.9962	0.9963
35	0.9942	0.9944	0.9947	0.9949	0.9951	0.9953	0.9956	0.9958	0.9960	0.9961
36	0.9938	0.9941	0.9944	0.9946	0.9949	0.9951	0.9953	0.9955	0.9958	0.9960
37	0.9934	0.9937	0.9940	0.9943	0.9946	0.9948	0.9951	0.9953	0.9955	0.9958
38	0.9930	0.9933	0.9936	0.9940	0.9943	0.9945	0.9948	0.9951	0.9953	0.9955
39	0.9925	0.9929	0.9932	0.9936	0.9939	0.9942	0.9945	0.9948	0.9950	0.9953
40	0.9919	0.9923	0.9927	0.9931	0.9935	0.9938	0.9941	0.9944	0.9947	0.9950
41	0.9912	0.9917	0.9922	0.9926	0.9930	0.9934	0.9937	0.9941	0.9944	0.9947
42	0.9905	0.9910	0.9915	0.9920	0.9924	0.9929	0.9933	0.9936	0.9940	0.9943
43	0.9896	0.9902	0.9908	0.9913	0.9918	0.9923	0.9927	0.9931	0.9935	0.9939
44	0.9886	0.9893	0.9899	0.9905	0.9910	0.9916	0.9921	0.9925	0.9930	0.9934
45	0.9875	0.9882	0.9889	0.9895	0.9902	0.9908	0.9913	0.9918	0.9923	0.9928
46	0.9862	0.9870	0.9877	0.9885	0.9892	0.9898	0.9905	0.9910	0.9916	0.9921
47	0.9847	0.9856	0.9864	0.9872	0.9880	0.9888	0.9894	0.9901	0.9907	0.9913
48	0.9829	0.9839	0.9849	0.9858	0.9867	0.9875	0.9883	0.9890	0.9897	0.9904
49	0.9810	0.9821	0.9831	0.9842	0.9851	0.9860	0.9869	0.9877	0.9885	0.9893
50	0.9787	0.9800	0.9811	0.9823	0.9833	0.9844	0.9853	0.9863	0.9871	0.9880
51	0.9762	0.9775	0.9788	0.9801	0.9813	0.9824	0.9835	0.9845	0.9855	0.9864
52	0.9733	0.9748	0.9762	0.9776	0.9789	0.9802	0.9814	0.9826	0.9837	0.9847
53	0.9701	0.9717	0.9733	0.9748	0.9763	0.9777	0.9790	0.9803	0.9815	0.9827
54	0.9665	0.9683	0.9700	0.9717	0.9733	0.9749	0.9763	0.9778	0.9791	0.9804
55	0.9625	0.9645	0.9664	0.9682	0.9700	0.9717	0.9733	0.9749	0.9764	0.9778
56	0.9581	0.9602	0.9623	0.9643	0.9663	0.9681	0.9699	0.9717	0.9733	0.9749
57	0.9534	0.9557	0.9580	0.9602	0.9623	0.9643	0.9663	0.9682	0.9701	0.9718
58	0.9482	0.9508	0.9532	0.9556	0.9579	0.9602	0.9624	0.9644	0.9665	0.9684
59	0.9427	0.9454	0.9481	0.9507	0.9532	0.9556	0.9580	0.9603	0.9625	0.9646
60	0.9366	0.9396	0.9425	0.9453	0.9480	0.9507	0.9533	0.9558	0.9582	0.9605
61	0.9301	0.9333	0.9364	0.9394	0.9424	0.9453	0.9481	0.9508	0.9535	0.9560
62	0.9231	0.9265	0.9299	0.9332	0.9364	0.9395	0.9425	0.9455	0.9484	0.9511
63	0.9156	0.9193	0.9229	0.9264	0.9299	0.9333	0.9366	0.9398	0.9429	0.9459
64	0.9077	0.9116	0.9155	0.9193	0.9230	0.9267	0.9302	0.9337	0.9371	0.9404
65	0.8992	0.9034	0.9075	0.9116	0.9156	0.9195	0.9234	0.9271	0.9308	0.9344
66	0.8902	0.8946	0.8991	0.9034	0.9077	0.9119	0.9161	0.9201	0.9241	0.9279
67	0.8807	0.8855	0.8901	0.8948	0.8994	0.9039	0.9083	0.9127	0.9170	0.9211
68	0.8707	0.8757	0.8807	0.8856	0.8905	0.8953	0.9001	0.9048	0.9093	0.9138
69	0.8599	0.8652	0.8704	0.8757	0.8809	0.8860	0.8911	0.8961	0.9011	0.9059
70	0.8484	0.8539	0.8595	0.8650	0.8705	0.8760	0.8814	0.8868	0.8921	0.8973
71	0.8361	0.8420	0.8478	0.8536	0.8595	0.8653	0.8711	0.8768	0.8824	0.8880
72	0.8230	0.8291	0.8353	0.8414	0.8476	0.8537	0.8598	0.8659	0.8719	0.8779
73	0.8091	0.8154	0.8218	0.8282	0.8347	0.8412	0.8477	0.8541	0.8605	0.8668
74	0.7941	0.8007	0.8074	0.8141	0.8209	0.8277	0.8345	0.8413	0.8481	0.8549
75	0.7783	0.7852	0.7921	0.7991	0.8062	0.8133	0.8204	0.8276	0.8348	0.8419
76	0.7617	0.7688	0.7760	0.7832	0.7906	0.7980	0.8055	0.8131	0.8206	0.8281
77	0.7443	0.7516	0.7589	0.7665	0.7741	0.7818	0.7896	0.7975	0.8054	0.8133
78	0.7261	0.7336	0.7412	0.7489	0.7568	0.7648	0.7729	0.7811	0.7894	0.7977
79	0.7073	0.7149	0.7227	0.7306	0.7387	0.7470	0.7554	0.7639	0.7725	0.7812
80	0.6879	0.6956	0.7035	0.7117	0.7200	0.7285	0.7371	0.7459	0.7549	0.7639

	Spouse Age									
Retiree Age	78	79	80	81	82	83	84	85	86	87
28	0.9978	0.9979	0.9980	0.9981	0.9982	0.9983	0.9984	0.9985	0.9986	0.9987
29	0.9975	0.9976	0.9978	0.9979	0.9980	0.9981	0.9982	0.9983	0.9984	0.9985
30	0.9972	0.9974	0.9975	0.9976	0.9977	0.9978	0.9979	0.9981	0.9981	0.9982
31	0.9970	0.9972	0.9973	0.9974	0.9976	0.9977	0.9978	0.9979	0.9980	0.9981
32	0.9969	0.9970	0.9971	0.9973	0.9974	0.9975	0.9977	0.9978	0.9979	0.9980
33	0.9967	0.9968	0.9970	0.9971	0.9973	0.9974	0.9975	0.9976	0.9978	0.9979
34	0.9965	0.9967	0.9968	0.9970	0.9971	0.9973	0.9974	0.9975	0.9976	0.9978
35	0.9963	0.9965	0.9967	0.9968	0.9970	0.9971	0.9973	0.9974	0.9975	0.9976
36	0.9961	0.9963	0.9965	0.9967	0.9968	0.9970	0.9971	0.9973	0.9974	0.9975
37	0.9960	0.9962	0.9963	0.9965	0.9967	0.9969	0.9970	0.9972	0.9973	0.9974
38	0.9958	0.9960	0.9962	0.9964	0.9966	0.9967	0.9969	0.9970	0.9972	0.9973
39	0.9955	0.9958	0.9960	0.9962	0.9964	0.9966	0.9968	0.9969	0.9971	0.9972
40	0.9953	0.9955	0.9958	0.9960	0.9962	0.9964	0.9966	0.9968	0.9969	0.9971
41	0.9950	0.9953	0.9955	0.9958	0.9960	0.9962	0.9964	0.9966	0.9968	0.9969
42	0.9946	0.9949	0.9952	0.9955	0.9957	0.9960	0.9962	0.9964	0.9966	0.9968
43	0.9942	0.9946	0.9949	0.9952	0.9954	0.9957	0.9959	0.9962	0.9964	0.9966
44	0.9938	0.9941	0.9945	0.9948	0.9951	0.9954	0.9957	0.9959	0.9961	0.9963
45	0.9932	0.9936	0.9940	0.9944	0.9947	0.9950	0.9953	0.9956	0.9959	0.9961
46	0.9926	0.9931	0.9935	0.9939	0.9943	0.9946	0.9950	0.9953	0.9955	0.9958
47	0.9919	0.9924	0.9929	0.9933	0.9937	0.9941	0.9945	0.9948	0.9951	0.9954
48	0.9910	0.9916	0.9921	0.9926	0.9931	0.9936	0.9940	0.9943	0.9947	0.9950
49	0.9900	0.9906	0.9912	0.9918	0.9923	0.9928	0.9933	0.9937	0.9941	0.9945
50	0.9887	0.9895	0.9902	0.9908	0.9914	0.9920	0.9925	0.9930	0.9934	0.9938
51	0.9873	0.9881	0.9889	0.9897	0.9903	0.9910	0.9916	0.9921	0.9926	0.9931
52	0.9857	0.9866	0.9875	0.9883	0.9891	0.9898	0.9905	0.9911	0.9917	0.9922
53	0.9838	0.9849	0.9858	0.9868	0.9876	0.9884	0.9892	0.9899	0.9905	0.9911
54	0.9817	0.9828	0.9839	0.9850	0.9859	0.9868	0.9877	0.9885	0.9892	0.9899
55	0.9792	0.9805	0.9817	0.9829	0.9840	0.9850	0.9859	0.9868	0.9876	0.9884
56	0.9764	0.9779	0.9793	0.9806	0.9818	0.9829	0.9840	0.9850	0.9859	0.9867
57	0.9735	0.9751	0.9766	0.9781	0.9794	0.9807	0.9819	0.9830	0.9840	0.9850
58	0.9702	0.9720	0.9737	0.9753	0.9768	0.9782	0.9795	0.9808	0.9819	0.9830
59	0.9667	0.9686	0.9705	0.9722	0.9739	0.9755	0.9770	0.9783	0.9796	0.9808
60	0.9627	0.9649	0.9669	0.9689	0.9707	0.9725	0.9741	0.9756	0.9770	0.9783
61	0.9584	0.9608	0.9630	0.9652	0.9672	0.9691	0.9709	0.9726	0.9742	0.9756
62	0.9538	0.9564	0.9588	0.9612	0.9634	0.9655	0.9675	0.9693	0.9711	0.9727
63	0.9488	0.9516	0.9543	0.9569	0.9593	0.9616	0.9638	0.9658	0.9677	0.9695
64	0.9435	0.9466	0.9495	0.9523	0.9550	0.9575	0.9599	0.9621	0.9642	0.9661
65	0.9378	0.9411	0.9443	0.9473	0.9503	0.9530	0.9556	0.9581	0.9603	0.9625
66	0.9316	0.9352	0.9387	0.9420	0.9452	0.9482	0.9510	0.9537	0.9562	0.9585
67	0.9251	0.9290	0.9328	0.9364	0.9399	0.9431	0.9462	0.9492	0.9519	0.9544
68	0.9182	0.9224	0.9265	0.9304	0.9341	0.9377	0.9411	0.9443	0.9472	0.9500
69	0.9106	0.9151	0.9195	0.9238	0.9279	0.9317	0.9354	0.9389	0.9421	0.9451
70	0.9023	0.9072	0.9120	0.9166	0.9210	0.9252	0.9292	0.9330	0.9365	0.9398
71	0.8934	0.8987	0.9039	0.9088	0.9136	0.9182	0.9225	0.9266	0.9305	0.9341
72	0.8837	0.8894	0.8949	0.9003	0.9055	0.9104	0.9151	0.9196	0.9238	0.9277
73	0.8731	0.8792	0.8851	0.8909	0.8965	0.9019	0.9070	0.9118	0.9163	0.9206
74	0.8615	0.8680	0.8744	0.8806	0.8866	0.8924	0.8979	0.9032	0.9081	0.9127
75	0.8490	0.8559	0.8627	0.8694	0.8759	0.8821	0.8880	0.8937	0.8990	0.9041
76	0.8356	0.8430	0.8503	0.8574	0.8643	0.8710	0.8774	0.8835	0.8893	0.8947
77	0.8212	0.8290	0.8368	0.8443	0.8517	0.8589	0.8658	0.8723	0.8785	0.8844
78	0.8060	0.8142	0.8224	0.8305	0.8383	0.8460	0.8533	0.8603	0.8670	0.8733
79	0.7899	0.7986	0.8072	0.8157	0.8240	0.8322	0.8400	0.8475	0.8547	0.8614
80	0.7730	0.7821	0.7911	0.8001	0.8089	0.8175	0.8258	0.8338	0.8415	0.8487

	Spouse Age							
Retiree Age	88	89	90	91	92	93	94	95
28	0.9987	0.9988	0.9989	0.9989	0.9990	0.9990	0.9991	0.9991
29	0.9986	0.9986	0.9987	0.9988	0.9988	0.9989	0.9989	0.9990
30	0.9983	0.9984	0.9985	0.9985	0.9986	0.9987	0.9987	0.9988
31	0.9982	0.9983	0.9984	0.9984	0.9985	0.9986	0.9986	0.9987
32	0.9981	0.9982	0.9983	0.9983	0.9984	0.9985	0.9985	0.9986
33	0.9980	0.9981	0.9981	0.9982	0.9983	0.9984	0.9984	0.9985
34	0.9979	0.9980	0.9980	0.9981	0.9982	0.9983	0.9983	0.9984
35	0.9977	0.9979	0.9979	0.9980	0.9981	0.9982	0.9983	0.9983
36	0.9976	0.9978	0.9979	0.9979	0.9980	0.9981	0.9982	0.9983
37	0.9976	0.9977	0.9978	0.9979	0.9979	0.9980	0.9981	0.9982
38	0.9975	0.9976	0.9977	0.9978	0.9979	0.9980	0.9980	0.9981
39	0.9973	0.9975	0.9976	0.9977	0.9978	0.9979	0.9980	0.9980
40	0.9972	0.9974	0.9975	0.9976	0.9977	0.9978	0.9979	0.9980
41	0.9971	0.9972	0.9974	0.9975	0.9976	0.9977	0.9978	0.9979
42	0.9969	0.9971	0.9972	0.9973	0.9975	0.9976	0.9977	0.9978
43	0.9967	0.9969	0.9971	0.9972	0.9973	0.9974	0.9975	0.9976
44	0.9965	0.9967	0.9969	0.9970	0.9972	0.9973	0.9974	0.9975
45	0.9963	0.9965	0.9967	0.9968	0.9970	0.9971	0.9972	0.9973
46	0.9960	0.9962	0.9964	0.9966	0.9968	0.9969	0.9970	0.9972
47	0.9957	0.9959	0.9961	0.9963	0.9965	0.9967	0.9968	0.9970
48	0.9953	0.9956	0.9958	0.9960	0.9962	0.9964	0.9966	0.9967
49	0.9948	0.9951	0.9954	0.9956	0.9958	0.9961	0.9962	0.9964
50	0.9942	0.9945	0.9949	0.9951	0.9954	0.9956	0.9958	0.9960
51	0.9935	0.9939	0.9942	0.9945	0.9948	0.9951	0.9953	0.9955
52	0.9927	0.9931	0.9935	0.9938	0.9942	0.9945	0.9947	0.9950
53	0.9917	0.9921	0.9926	0.9930	0.9934	0.9937	0.9940	0.9943
54	0.9905	0.9910	0.9915	0.9920	0.9924	0.9928	0.9932	0.9935
55	0.9891	0.9897	0.9903	0.9908	0.9913	0.9917	0.9921	0.9925
56	0.9875	0.9882	0.9889	0.9895	0.9900	0.9905	0.9910	0.9914
57	0.9858	0.9866	0.9874	0.9880	0.9886	0.9892	0.9897	0.9902
58	0.9839	0.9848	0.9857	0.9864	0.9871	0.9877	0.9883	0.9889
59	0.9819	0.9829	0.9838	0.9846	0.9854	0.9861	0.9868	0.9874
60	0.9795	0.9806	0.9817	0.9826	0.9835	0.9843	0.9850	0.9857
61	0.9770	0.9782	0.9793	0.9804	0.9813	0.9822	0.9830	0.9838
62	0.9742	0.9755	0.9768	0.9779	0.9790	0.9800	0.9809	0.9817
63	0.9711	0.9726	0.9740	0.9753	0.9765	0.9775	0.9785	0.9795
64	0.9679	0.9696	0.9711	0.9725	0.9738	0.9750	0.9761	0.9771
65	0.9644	0.9662	0.9679	0.9695	0.9709	0.9722	0.9734	0.9746
66	0.9607	0.9627	0.9645	0.9662	0.9677	0.9692	0.9705	0.9718
67	0.9568	0.9589	0.9609	0.9628	0.9645	0.9661	0.9675	0.9689
68	0.9526	0.9550	0.9571	0.9592	0.9610	0.9628	0.9644	0.9659
69	0.9480	0.9505	0.9529	0.9552	0.9572	0.9591	0.9608	0.9625
70	0.9429	0.9457	0.9483	0.9508	0.9530	0.9551	0.9570	0.9588
71	0.9374	0.9405	0.9434	0.9460	0.9484	0.9507	0.9528	0.9548
72	0.9313	0.9347	0.9378	0.9407	0.9434	0.9458	0.9481	0.9503
73	0.9246	0.9282	0.9316	0.9348	0.9377	0.9404	0.9429	0.9453
74	0.9170	0.9210	0.9248	0.9282	0.9314	0.9343	0.9371	0.9396
75	0.9087	0.9131	0.9171	0.9209	0.9243	0.9275	0.9305	0.9333
76	0.8997	0.9045	0.9088	0.9129	0.9167	0.9202	0.9234	0.9265
77	0.8899	0.8950	0.8997	0.9041	0.9082	0.9120	0.9156	0.9189
78	0.8792	0.8847	0.8899	0.8946	0.8991	0.9032	0.9070	0.9106
79	0.8678	0.8737	0.8792	0.8844	0.8891	0.8936	0.8977	0.9017
80	0.8555	0.8618	0.8678	0.8733	0.8785	0.8833	0.8877	0.8920

APPENDIX A-2. ADJUSTMENT FACTORS FOR THE JOINT AND 75% SURVIVING SPOUSE OPTION

Section 1. The table below shall be used to calculate the Joint and 75% Surviving Spouse Option form of payment if applicable.

	Spouse Age									
Retiree Age	28	29	30	31	32	33	34	35	36	37
28	0.9738	0.9746	0.9754	0.9762	0.9770	0.9778	0.9785	0.9793	0.9801	0.9808
29	0.9715	0.9724	0.9732	0.9741	0.9749	0.9758	0.9766	0.9774	0.9782	0.9790
30	0.9691	0.9700	0.9709	0.9718	0.9727	0.9736	0.9745	0.9754	0.9762	0.9771
31	0.9667	0.9676	0.9686	0.9695	0.9705	0.9714	0.9724	0.9733	0.9743	0.9752
32	0.9641	0.9651	0.9661	0.9671	0.9681	0.9691	0.9701	0.9711	0.9721	0.9731
33	0.9614	0.9624	0.9635	0.9645	0.9656	0.9667	0.9677	0.9688	0.9699	0.9709
34	0.9585	0.9596	0.9607	0.9618	0.9629	0.9640	0.9652	0.9663	0.9674	0.9685
35	0.9554	0.9565	0.9577	0.9589	0.9600	0.9612	0.9624	0.9636	0.9648	0.9660
36	0.9521	0.9533	0.9545	0.9557	0.9569	0.9582	0.9594	0.9607	0.9620	0.9632
37	0.9486	0.9498	0.9511	0.9523	0.9536	0.9549	0.9562	0.9576	0.9589	0.9602
38	0.9448	0.9461	0.9474	0.9487	0.9501	0.9514	0.9528	0.9542	0.9556	0.9570
39	0.9408	0.9421	0.9435	0.9448	0.9462	0.9477	0.9491	0.9506	0.9520	0.9535
40	0.9365	0.9378	0.9392	0.9407	0.9421	0.9436	0.9451	0.9466	0.9482	0.9497
41	0.9319	0.9333	0.9347	0.9362	0.9377	0.9392	0.9408	0.9424	0.9440	0.9457
42	0.9270	0.9284	0.9299	0.9314	0.9330	0.9346	0.9362	0.9378	0.9395	0.9412
43	0.9217	0.9232	0.9247	0.9263	0.9279	0.9295	0.9312	0.9329	0.9347	0.9365
44	0.9161	0.9176	0.9192	0.9208	0.9224	0.9241	0.9259	0.9277	0.9295	0.9313
45	0.9102	0.9117	0.9133	0.9149	0.9166	0.9184	0.9202	0.9220	0.9239	0.9258
46	0.9038	0.9054	0.9070	0.9087	0.9104	0.9122	0.9141	0.9160	0.9179	0.9199
47	0.8971	0.8987	0.9003	0.9020	0.9038	0.9057	0.9075	0.9095	0.9115	0.9135
48	0.8899	0.8915	0.8932	0.8949	0.8968	0.8986	0.9006	0.9026	0.9046	0.9067
49	0.8822	0.8839	0.8856	0.8874	0.8892	0.8911	0.8931	0.8951	0.8973	0.8994
50	0.8741	0.8758	0.8775	0.8793	0.8812	0.8831	0.8851	0.8872	0.8894	0.8916
51	0.8654	0.8671	0.8689	0.8707	0.8726	0.8746	0.8766	0.8788	0.8810	0.8832
52	0.8563	0.8580	0.8598	0.8617	0.8636	0.8656	0.8677	0.8698	0.8721	0.8744
53	0.8467	0.8484	0.8502	0.8521	0.8540	0.8560	0.8582	0.8603	0.8626	0.8650
54	0.8365	0.8382	0.8400	0.8419	0.8439	0.8459	0.8481	0.8503	0.8526	0.8550
55	0.8258	0.8275	0.8293	0.8312	0.8332	0.8353	0.8374	0.8397	0.8420	0.8444
56	0.8146	0.8164	0.8182	0.8201	0.8221	0.8241	0.8263	0.8286	0.8309	0.8334
57	0.8031	0.8048	0.8066	0.8085	0.8105	0.8126	0.8148	0.8171	0.8194	0.8219
58	0.7910	0.7928	0.7946	0.7965	0.7985	0.8006	0.8028	0.8051	0.8075	0.8100
59	0.7786	0.7803	0.7821	0.7840	0.7860	0.7881	0.7903	0.7926	0.7950	0.7975
60	0.7656	0.7673	0.7691	0.7710	0.7730	0.7751	0.7773	0.7796	0.7820	0.7846
61	0.7522	0.7539	0.7557	0.7576	0.7596	0.7617	0.7639	0.7662	0.7686	0.7711
62	0.7384	0.7401	0.7419	0.7438	0.7458	0.7479	0.7501	0.7524	0.7548	0.7573
63	0.7243	0.7260	0.7277	0.7296	0.7316	0.7336	0.7358	0.7381	0.7405	0.7430
64	0.7098	0.7115	0.7133	0.7151	0.7171	0.7191	0.7213	0.7236	0.7260	0.7285
65	0.6950	0.6967	0.6984	0.7002	0.7022	0.7042	0.7064	0.7086	0.7110	0.7135
66	0.6798	0.6815	0.6832	0.6850	0.6869	0.6889	0.6911	0.6933	0.6957	0.6982
67	0.6644	0.6661	0.6678	0.6696	0.6715	0.6735	0.6756	0.6778	0.6801	0.6826
68	0.6487	0.6503	0.6520	0.6538	0.6557	0.6576	0.6597	0.6619	0.6642	0.6667
69	0.6325	0.6341	0.6358	0.6375	0.6394	0.6413	0.6434	0.6456	0.6478	0.6502
70	0.6160	0.6175	0.6191	0.6209	0.6227	0.6246	0.6266	0.6288	0.6310	0.6334
71	0.5990	0.6006	0.6022	0.6039	0.6056	0.6075	0.6095	0.6116	0.6138	0.6162
72	0.5816	0.5831	0.5847	0.5864	0.5881	0.5900	0.5919	0.5940	0.5962	0.5985
73	0.5638	0.5653	0.5668	0.5684	0.5701	0.5720	0.5739	0.5759	0.5780	0.5803
74	0.5455	0.5470	0.5485	0.5501	0.5517	0.5535	0.5554	0.5574	0.5595	0.5617
75	0.5269	0.5283	0.5298	0.5313	0.5330	0.5347	0.5365	0.5384	0.5405	0.5426
76	0.5081	0.5095	0.5109	0.5124	0.5140	0.5157	0.5175	0.5194	0.5214	0.5235
77	0.4891	0.4904	0.4918	0.4932	0.4948	0.4964	0.4982	0.5000	0.5019	0.5040
78	0.4700	0.4712	0.4726	0.4740	0.4755	0.4771	0.4788	0.4806	0.4824	0.4844
79	0.4509	0.4521	0.4534	0.4548	0.4562	0.4578	0.4594	0.4611	0.4630	0.4649
80	0.4318	0.4330	0.4343	0.4356	0.4370	0.4385	0.4401	0.4417	0.4435	0.4454

Retiree Age	Spouse Age 38	39	40	41	42	43	44	45	46	47
28	0.9815	0.9822	0.9829	0.9835	0.9842	0.9848	0.9854	0.9860	0.9866	0.9871
29	0.9798	0.9805	0.9813	0.9820	0.9827	0.9834	0.9840	0.9847	0.9853	0.9859
30	0.9779	0.9787	0.9795	0.9803	0.9811	0.9818	0.9825	0.9832	0.9839	0.9846
31	0.9761	0.9770	0.9778	0.9787	0.9795	0.9803	0.9811	0.9818	0.9826	0.9833
32	0.9741	0.9750	0.9760	0.9769	0.9778	0.9787	0.9795	0.9803	0.9811	0.9819
33	0.9720	0.9730	0.9740	0.9750	0.9759	0.9769	0.9778	0.9787	0.9796	0.9804
34	0.9697	0.9707	0.9718	0.9729	0.9739	0.9750	0.9760	0.9769	0.9779	0.9788
35	0.9672	0.9683	0.9695	0.9706	0.9718	0.9729	0.9740	0.9750	0.9761	0.9771
36	0.9645	0.9657	0.9670	0.9682	0.9694	0.9706	0.9718	0.9729	0.9740	0.9751
37	0.9616	0.9629	0.9642	0.9656	0.9668	0.9681	0.9694	0.9706	0.9718	0.9730
38	0.9584	0.9599	0.9613	0.9627	0.9640	0.9654	0.9668	0.9681	0.9694	0.9707
39	0.9550	0.9565	0.9580	0.9595	0.9610	0.9625	0.9639	0.9653	0.9668	0.9681
40	0.9513	0.9529	0.9545	0.9561	0.9576	0.9592	0.9608	0.9623	0.9638	0.9653
41	0.9473	0.9490	0.9506	0.9523	0.9540	0.9556	0.9573	0.9589	0.9606	0.9622
42	0.9430	0.9447	0.9465	0.9482	0.9500	0.9518	0.9535	0.9553	0.9570	0.9587
43	0.9383	0.9401	0.9419	0.9438	0.9457	0.9475	0.9494	0.9513	0.9531	0.9550
44	0.9332	0.9351	0.9370	0.9390	0.9410	0.9429	0.9449	0.9469	0.9489	0.9508
45	0.9278	0.9298	0.9318	0.9338	0.9359	0.9380	0.9400	0.9421	0.9442	0.9463
46	0.9219	0.9240	0.9261	0.9282	0.9304	0.9326	0.9347	0.9370	0.9392	0.9414
47	0.9156	0.9178	0.9200	0.9222	0.9244	0.9267	0.9290	0.9313	0.9337	0.9360
48	0.9089	0.9111	0.9134	0.9157	0.9180	0.9204	0.9228	0.9252	0.9277	0.9301
49	0.9016	0.9039	0.9063	0.9086	0.9111	0.9136	0.9161	0.9186	0.9212	0.9238
50	0.8939	0.8962	0.8986	0.9011	0.9036	0.9062	0.9088	0.9115	0.9141	0.9169
51	0.8856	0.8880	0.8905	0.8930	0.8956	0.8983	0.9010	0.9037	0.9065	0.9094
52	0.8768	0.8792	0.8818	0.8844	0.8871	0.8898	0.8926	0.8955	0.8984	0.9013
53	0.8674	0.8699	0.8725	0.8752	0.8780	0.8808	0.8837	0.8866	0.8896	0.8927
54	0.8575	0.8601	0.8627	0.8654	0.8683	0.8712	0.8741	0.8772	0.8803	0.8835
55	0.8470	0.8496	0.8523	0.8551	0.8579	0.8609	0.8640	0.8671	0.8703	0.8736
56	0.8359	0.8386	0.8413	0.8442	0.8471	0.8502	0.8533	0.8565	0.8598	0.8632
57	0.8245	0.8272	0.8300	0.8329	0.8359	0.8389	0.8421	0.8454	0.8488	0.8523
58	0.8126	0.8153	0.8181	0.8210	0.8241	0.8272	0.8305	0.8338	0.8373	0.8408
59	0.8001	0.8029	0.8057	0.8087	0.8118	0.8150	0.8183	0.8217	0.8252	0.8288
60	0.7872	0.7900	0.7928	0.7958	0.7989	0.8022	0.8055	0.8090	0.8126	0.8163
61	0.7738	0.7765	0.7794	0.7824	0.7856	0.7888	0.7922	0.7957	0.7994	0.8032
62	0.7599	0.7627	0.7656	0.7686	0.7718	0.7751	0.7785	0.7821	0.7857	0.7896
63	0.7457	0.7485	0.7514	0.7544	0.7576	0.7609	0.7643	0.7679	0.7716	0.7755
64	0.7311	0.7339	0.7368	0.7398	0.7430	0.7463	0.7498	0.7534	0.7572	0.7611
65	0.7162	0.7189	0.7218	0.7248	0.7280	0.7313	0.7348	0.7385	0.7422	0.7462
66	0.7008	0.7035	0.7064	0.7094	0.7126	0.7159	0.7194	0.7231	0.7269	0.7308
67	0.6852	0.6879	0.6908	0.6938	0.6970	0.7003	0.7038	0.7074	0.7112	0.7152
68	0.6692	0.6719	0.6748	0.6778	0.6809	0.6842	0.6877	0.6913	0.6951	0.6991
69	0.6528	0.6555	0.6583	0.6612	0.6644	0.6676	0.6711	0.6747	0.6785	0.6825
70	0.6359	0.6386	0.6413	0.6443	0.6474	0.6506	0.6540	0.6576	0.6614	0.6654
71	0.6187	0.6213	0.6240	0.6269	0.6300	0.6332	0.6366	0.6401	0.6439	0.6478
72	0.6009	0.6035	0.6062	0.6090	0.6120	0.6152	0.6186	0.6221	0.6258	0.6297
73	0.5827	0.5852	0.5878	0.5907	0.5936	0.5967	0.6000	0.6035	0.6072	0.6110
74	0.5640	0.5665	0.5691	0.5718	0.5747	0.5778	0.5810	0.5845	0.5881	0.5919
75	0.5449	0.5473	0.5499	0.5526	0.5554	0.5584	0.5616	0.5650	0.5685	0.5722
76	0.5257	0.5280	0.5305	0.5331	0.5359	0.5389	0.5420	0.5453	0.5487	0.5524
77	0.5061	0.5084	0.5108	0.5134	0.5161	0.5190	0.5220	0.5252	0.5286	0.5322
78	0.4865	0.4888	0.4911	0.4936	0.4962	0.4990	0.5020	0.5051	0.5084	0.5119
79	0.4669	0.4691	0.4713	0.4738	0.4763	0.4790	0.4819	0.4849	0.4882	0.4916
80	0.4473	0.4494	0.4516	0.4540	0.4564	0.4591	0.4618	0.4648	0.4679	0.4712

	Spouse Age									
Retiree Age	48	49	50	51	52	53	54	55	56	57
28	0.9876	0.9881	0.9886	0.9891	0.9895	0.9899	0.9904	0.9907	0.9911	0.9915
29	0.9865	0.9870	0.9875	0.9881	0.9885	0.9890	0.9895	0.9899	0.9903	0.9907
30	0.9852	0.9858	0.9864	0.9869	0.9875	0.9880	0.9885	0.9889	0.9894	0.9898
31	0.9840	0.9846	0.9853	0.9859	0.9865	0.9871	0.9876	0.9881	0.9886	0.9891
32	0.9827	0.9834	0.9841	0.9848	0.9854	0.9860	0.9866	0.9872	0.9878	0.9883
33	0.9813	0.9821	0.9828	0.9836	0.9843	0.9850	0.9856	0.9862	0.9868	0.9874
34	0.9797	0.9806	0.9814	0.9822	0.9830	0.9838	0.9845	0.9852	0.9859	0.9865
35	0.9780	0.9790	0.9799	0.9808	0.9817	0.9825	0.9833	0.9840	0.9848	0.9855
36	0.9762	0.9772	0.9782	0.9792	0.9802	0.9811	0.9819	0.9828	0.9836	0.9843
37	0.9742	0.9753	0.9764	0.9775	0.9785	0.9795	0.9804	0.9814	0.9822	0.9831
38	0.9720	0.9732	0.9744	0.9755	0.9767	0.9777	0.9788	0.9798	0.9808	0.9817
39	0.9695	0.9708	0.9721	0.9734	0.9746	0.9758	0.9769	0.9780	0.9791	0.9801
40	0.9668	0.9682	0.9696	0.9710	0.9723	0.9736	0.9749	0.9761	0.9772	0.9784
41	0.9638	0.9653	0.9668	0.9683	0.9698	0.9712	0.9725	0.9739	0.9751	0.9764
42	0.9604	0.9621	0.9637	0.9654	0.9669	0.9685	0.9699	0.9714	0.9728	0.9741
43	0.9568	0.9586	0.9603	0.9621	0.9638	0.9654	0.9671	0.9686	0.9702	0.9716
44	0.9528	0.9547	0.9566	0.9585	0.9603	0.9621	0.9638	0.9656	0.9672	0.9688
45	0.9484	0.9504	0.9525	0.9545	0.9565	0.9584	0.9603	0.9621	0.9639	0.9657
46	0.9436	0.9458	0.9479	0.9501	0.9522	0.9543	0.9564	0.9584	0.9603	0.9622
47	0.9383	0.9407	0.9430	0.9453	0.9475	0.9498	0.9520	0.9542	0.9563	0.9583
48	0.9326	0.9351	0.9375	0.9400	0.9424	0.9448	0.9472	0.9495	0.9518	0.9540
49	0.9264	0.9290	0.9316	0.9342	0.9368	0.9393	0.9419	0.9444	0.9468	0.9492
50	0.9196	0.9223	0.9251	0.9278	0.9306	0.9333	0.9360	0.9387	0.9413	0.9439
51	0.9122	0.9151	0.9180	0.9209	0.9238	0.9267	0.9296	0.9324	0.9353	0.9380
52	0.9043	0.9074	0.9104	0.9135	0.9165	0.9196	0.9226	0.9257	0.9287	0.9317
53	0.8958	0.8990	0.9022	0.9054	0.9086	0.9118	0.9151	0.9183	0.9215	0.9246
54	0.8867	0.8900	0.8933	0.8967	0.9000	0.9034	0.9068	0.9102	0.9136	0.9170
55	0.8769	0.8803	0.8838	0.8873	0.8908	0.8944	0.8980	0.9015	0.9051	0.9087
56	0.8666	0.8701	0.8737	0.8774	0.8810	0.8848	0.8885	0.8923	0.8960	0.8998
57	0.8558	0.8595	0.8632	0.8669	0.8708	0.8746	0.8786	0.8825	0.8865	0.8904
58	0.8445	0.8482	0.8520	0.8559	0.8599	0.8639	0.8680	0.8721	0.8763	0.8804
59	0.8326	0.8364	0.8403	0.8444	0.8485	0.8526	0.8568	0.8611	0.8654	0.8698
60	0.8201	0.8240	0.8281	0.8322	0.8364	0.8407	0.8451	0.8495	0.8540	0.8585
61	0.8071	0.8111	0.8152	0.8194	0.8237	0.8282	0.8327	0.8373	0.8419	0.8466
62	0.7935	0.7976	0.8018	0.8061	0.8106	0.8151	0.8198	0.8245	0.8293	0.8342
63	0.7795	0.7837	0.7879	0.7924	0.7969	0.8015	0.8063	0.8112	0.8161	0.8212
64	0.7652	0.7694	0.7737	0.7782	0.7828	0.7876	0.7924	0.7974	0.8025	0.8077
65	0.7503	0.7545	0.7589	0.7635	0.7682	0.7730	0.7780	0.7831	0.7883	0.7936
66	0.7349	0.7392	0.7437	0.7483	0.7530	0.7580	0.7630	0.7682	0.7735	0.7790
67	0.7193	0.7236	0.7281	0.7328	0.7376	0.7426	0.7477	0.7530	0.7584	0.7640
68	0.7033	0.7076	0.7121	0.7168	0.7217	0.7267	0.7319	0.7373	0.7428	0.7485
69	0.6866	0.6910	0.6955	0.7002	0.7051	0.7102	0.7154	0.7209	0.7265	0.7322
70	0.6695	0.6739	0.6784	0.6831	0.6880	0.6931	0.6984	0.7039	0.7095	0.7154
71	0.6519	0.6563	0.6608	0.6655	0.6704	0.6755	0.6809	0.6864	0.6921	0.6980
72	0.6338	0.6381	0.6426	0.6473	0.6522	0.6573	0.6627	0.6682	0.6739	0.6799
73	0.6151	0.6194	0.6238	0.6285	0.6334	0.6385	0.6438	0.6494	0.6551	0.6611
74	0.5959	0.6001	0.6045	0.6092	0.6140	0.6191	0.6244	0.6299	0.6357	0.6416
75	0.5762	0.5803	0.5847	0.5893	0.5941	0.5992	0.6044	0.6099	0.6156	0.6216
76	0.5563	0.5604	0.5647	0.5692	0.5739	0.5789	0.5841	0.5896	0.5953	0.6012
77	0.5360	0.5400	0.5442	0.5487	0.5534	0.5583	0.5634	0.5688	0.5744	0.5803
78	0.5156	0.5195	0.5237	0.5280	0.5326	0.5375	0.5425	0.5478	0.5534	0.5592
79	0.4952	0.4990	0.5031	0.5073	0.5118	0.5165	0.5215	0.5267	0.5322	0.5379
80	0.4747	0.4785	0.4824	0.4866	0.4910	0.4956	0.5005	0.5056	0.5109	0.5166

	Spouse Age									
Retiree Age	58	59	60	61	62	63	64	65	66	67
28	0.9918	0.9921	0.9925	0.9928	0.9931	0.9933	0.9936	0.9939	0.9941	0.9944
29	0.9911	0.9914	0.9918	0.9921	0.9924	0.9927	0.9930	0.9933	0.9936	0.9938
30	0.9902	0.9906	0.9910	0.9914	0.9917	0.9920	0.9924	0.9927	0.9930	0.9932
31	0.9895	0.9900	0.9904	0.9908	0.9911	0.9915	0.9918	0.9922	0.9925	0.9928
32	0.9888	0.9893	0.9897	0.9901	0.9905	0.9909	0.9913	0.9917	0.9920	0.9923
33	0.9880	0.9885	0.9890	0.9895	0.9899	0.9903	0.9908	0.9911	0.9915	0.9919
34	0.9871	0.9877	0.9882	0.9887	0.9892	0.9897	0.9902	0.9906	0.9910	0.9914
35	0.9861	0.9868	0.9874	0.9879	0.9885	0.9890	0.9895	0.9900	0.9904	0.9909
36	0.9851	0.9858	0.9864	0.9871	0.9877	0.9883	0.9888	0.9893	0.9898	0.9903
37	0.9839	0.9847	0.9854	0.9861	0.9868	0.9874	0.9880	0.9886	0.9891	0.9897
38	0.9826	0.9834	0.9843	0.9850	0.9858	0.9865	0.9871	0.9878	0.9884	0.9890
39	0.9811	0.9821	0.9830	0.9838	0.9846	0.9854	0.9862	0.9869	0.9875	0.9882
40	0.9794	0.9805	0.9815	0.9824	0.9833	0.9842	0.9850	0.9858	0.9865	0.9872
41	0.9776	0.9787	0.9798	0.9808	0.9818	0.9828	0.9837	0.9846	0.9854	0.9862
42	0.9754	0.9767	0.9779	0.9791	0.9802	0.9812	0.9822	0.9832	0.9841	0.9850
43	0.9731	0.9744	0.9758	0.9770	0.9783	0.9794	0.9805	0.9816	0.9826	0.9836
44	0.9704	0.9719	0.9734	0.9748	0.9761	0.9774	0.9786	0.9798	0.9809	0.9820
45	0.9674	0.9691	0.9707	0.9722	0.9737	0.9751	0.9764	0.9778	0.9790	0.9802
46	0.9641	0.9659	0.9676	0.9693	0.9709	0.9725	0.9740	0.9754	0.9768	0.9781
47	0.9604	0.9623	0.9642	0.9661	0.9678	0.9696	0.9712	0.9728	0.9743	0.9758
48	0.9562	0.9583	0.9604	0.9624	0.9644	0.9662	0.9681	0.9698	0.9715	0.9731
49	0.9516	0.9539	0.9562	0.9583	0.9605	0.9625	0.9645	0.9664	0.9683	0.9700
50	0.9465	0.9490	0.9514	0.9538	0.9561	0.9583	0.9605	0.9626	0.9646	0.9665
51	0.9408	0.9435	0.9461	0.9487	0.9512	0.9536	0.9560	0.9582	0.9605	0.9626
52	0.9346	0.9375	0.9403	0.9431	0.9458	0.9484	0.9510	0.9535	0.9559	0.9582
53	0.9278	0.9309	0.9339	0.9369	0.9398	0.9427	0.9455	0.9482	0.9508	0.9533
54	0.9203	0.9236	0.9269	0.9301	0.9332	0.9363	0.9393	0.9423	0.9451	0.9479
55	0.9122	0.9158	0.9192	0.9227	0.9260	0.9293	0.9326	0.9357	0.9388	0.9418
56	0.9036	0.9073	0.9110	0.9146	0.9182	0.9218	0.9253	0.9287	0.9320	0.9353
57	0.8944	0.8983	0.9022	0.9061	0.9100	0.9138	0.9175	0.9211	0.9247	0.9282
58	0.8846	0.8887	0.8929	0.8970	0.9011	0.9051	0.9091	0.9130	0.9169	0.9206
59	0.8742	0.8785	0.8829	0.8873	0.8916	0.8959	0.9001	0.9043	0.9084	0.9124
60	0.8631	0.8677	0.8723	0.8768	0.8814	0.8859	0.8904	0.8949	0.8993	0.9036
61	0.8514	0.8562	0.8610	0.8658	0.8706	0.8754	0.8801	0.8848	0.8895	0.8941
62	0.8391	0.8441	0.8491	0.8541	0.8592	0.8642	0.8692	0.8742	0.8791	0.8840
63	0.8263	0.8314	0.8367	0.8419	0.8472	0.8524	0.8577	0.8630	0.8682	0.8734
64	0.8130	0.8183	0.8237	0.8292	0.8347	0.8402	0.8457	0.8512	0.8567	0.8622
65	0.7990	0.8046	0.8101	0.8158	0.8215	0.8272	0.8330	0.8388	0.8446	0.8503
66	0.7846	0.7902	0.7960	0.8018	0.8077	0.8137	0.8197	0.8257	0.8318	0.8378
67	0.7697	0.7755	0.7814	0.7874	0.7935	0.7997	0.8059	0.8122	0.8185	0.8248
68	0.7543	0.7602	0.7663	0.7724	0.7787	0.7851	0.7915	0.7980	0.8046	0.8112
69	0.7381	0.7442	0.7504	0.7567	0.7631	0.7697	0.7763	0.7830	0.7898	0.7967
70	0.7214	0.7275	0.7339	0.7403	0.7469	0.7536	0.7604	0.7673	0.7743	0.7814
71	0.7040	0.7103	0.7167	0.7232	0.7299	0.7368	0.7438	0.7509	0.7581	0.7654
72	0.6860	0.6923	0.6988	0.7054	0.7122	0.7192	0.7263	0.7336	0.7410	0.7485
73	0.6672	0.6736	0.6801	0.6868	0.6937	0.7008	0.7080	0.7154	0.7230	0.7307
74	0.6478	0.6542	0.6607	0.6675	0.6745	0.6816	0.6890	0.6965	0.7042	0.7120
75	0.6277	0.6341	0.6407	0.6475	0.6545	0.6617	0.6691	0.6767	0.6845	0.6925
76	0.6073	0.6137	0.6203	0.6271	0.6341	0.6413	0.6488	0.6564	0.6643	0.6724
77	0.5864	0.5927	0.5993	0.6061	0.6131	0.6203	0.6278	0.6355	0.6434	0.6516
78	0.5652	0.5715	0.5780	0.5848	0.5918	0.5990	0.6064	0.6141	0.6221	0.6303
79	0.5439	0.5501	0.5566	0.5633	0.5702	0.5774	0.5848	0.5925	0.6004	0.6086
80	0.5224	0.5286	0.5349	0.5416	0.5484	0.5555	0.5629	0.5705	0.5784	0.5866

	Spouse Age									
Retiree Age	68	69	70	71	72	73	74	75	76	77
28	0.9946	0.9948	0.9951	0.9953	0.9955	0.9957	0.9959	0.9961	0.9963	0.9965
29	0.9941	0.9943	0.9946	0.9948	0.9950	0.9952	0.9955	0.9957	0.9959	0.9961
30	0.9935	0.9938	0.9940	0.9943	0.9945	0.9947	0.9950	0.9952	0.9954	0.9956
31	0.9931	0.9934	0.9936	0.9939	0.9942	0.9944	0.9947	0.9949	0.9951	0.9953
32	0.9927	0.9930	0.9933	0.9935	0.9938	0.9941	0.9943	0.9946	0.9948	0.9951
33	0.9922	0.9925	0.9929	0.9932	0.9935	0.9937	0.9940	0.9943	0.9945	0.9948
34	0.9918	0.9921	0.9924	0.9928	0.9931	0.9934	0.9937	0.9940	0.9942	0.9945
35	0.9913	0.9916	0.9920	0.9924	0.9927	0.9930	0.9934	0.9937	0.9939	0.9942
36	0.9907	0.9912	0.9916	0.9919	0.9923	0.9927	0.9930	0.9933	0.9936	0.9939
37	0.9901	0.9906	0.9911	0.9915	0.9919	0.9923	0.9926	0.9930	0.9933	0.9936
38	0.9895	0.9900	0.9905	0.9910	0.9914	0.9918	0.9922	0.9926	0.9930	0.9933
39	0.9888	0.9893	0.9899	0.9904	0.9909	0.9913	0.9918	0.9922	0.9926	0.9930
40	0.9879	0.9885	0.9891	0.9897	0.9902	0.9908	0.9912	0.9917	0.9921	0.9925
41	0.9869	0.9876	0.9883	0.9889	0.9895	0.9901	0.9906	0.9911	0.9916	0.9921
42	0.9858	0.9866	0.9873	0.9880	0.9887	0.9893	0.9899	0.9905	0.9910	0.9915
43	0.9845	0.9854	0.9862	0.9870	0.9877	0.9884	0.9891	0.9897	0.9903	0.9909
44	0.9830	0.9840	0.9849	0.9858	0.9866	0.9874	0.9881	0.9888	0.9895	0.9901
45	0.9813	0.9824	0.9834	0.9844	0.9853	0.9862	0.9870	0.9878	0.9885	0.9892
46	0.9794	0.9806	0.9817	0.9828	0.9838	0.9848	0.9857	0.9866	0.9874	0.9882
47	0.9772	0.9785	0.9798	0.9810	0.9821	0.9832	0.9843	0.9852	0.9862	0.9870
48	0.9746	0.9761	0.9775	0.9789	0.9801	0.9814	0.9825	0.9836	0.9847	0.9856
49	0.9717	0.9734	0.9749	0.9764	0.9778	0.9792	0.9805	0.9817	0.9829	0.9840
50	0.9684	0.9702	0.9720	0.9736	0.9752	0.9767	0.9781	0.9795	0.9808	0.9821
51	0.9647	0.9666	0.9686	0.9704	0.9721	0.9738	0.9754	0.9770	0.9784	0.9798
52	0.9605	0.9627	0.9648	0.9668	0.9687	0.9706	0.9724	0.9741	0.9757	0.9772
53	0.9558	0.9582	0.9605	0.9627	0.9649	0.9669	0.9689	0.9708	0.9726	0.9743
54	0.9506	0.9532	0.9557	0.9581	0.9605	0.9628	0.9649	0.9670	0.9690	0.9709
55	0.9448	0.9476	0.9504	0.9530	0.9556	0.9581	0.9605	0.9628	0.9650	0.9671
56	0.9384	0.9415	0.9445	0.9474	0.9502	0.9530	0.9556	0.9581	0.9605	0.9629
57	0.9317	0.9350	0.9383	0.9414	0.9445	0.9475	0.9503	0.9531	0.9558	0.9583
58	0.9243	0.9279	0.9315	0.9349	0.9382	0.9414	0.9446	0.9476	0.9505	0.9533
59	0.9164	0.9203	0.9241	0.9278	0.9314	0.9349	0.9383	0.9416	0.9448	0.9479
60	0.9079	0.9120	0.9161	0.9201	0.9240	0.9278	0.9315	0.9351	0.9386	0.9419
61	0.8987	0.9031	0.9075	0.9118	0.9160	0.9201	0.9241	0.9280	0.9318	0.9354
62	0.8889	0.8937	0.8984	0.9030	0.9075	0.9119	0.9162	0.9204	0.9245	0.9285
63	0.8785	0.8836	0.8886	0.8935	0.8984	0.9031	0.9078	0.9123	0.9167	0.9210
64	0.8676	0.8730	0.8784	0.8836	0.8888	0.8939	0.8989	0.9037	0.9085	0.9131
65	0.8561	0.8618	0.8674	0.8730	0.8785	0.8840	0.8893	0.8946	0.8997	0.9047
66	0.8439	0.8499	0.8559	0.8618	0.8677	0.8734	0.8792	0.8848	0.8903	0.8956
67	0.8312	0.8375	0.8438	0.8501	0.8563	0.8625	0.8685	0.8745	0.8804	0.8862
68	0.8178	0.8244	0.8311	0.8377	0.8443	0.8508	0.8572	0.8636	0.8699	0.8761
69	0.8036	0.8105	0.8175	0.8244	0.8313	0.8382	0.8451	0.8519	0.8586	0.8652
70	0.7886	0.7958	0.8031	0.8103	0.8176	0.8249	0.8321	0.8393	0.8464	0.8534
71	0.7728	0.7803	0.7879	0.7954	0.8031	0.8107	0.8183	0.8259	0.8334	0.8409
72	0.7561	0.7639	0.7717	0.7796	0.7875	0.7955	0.8035	0.8115	0.8194	0.8273
73	0.7385	0.7465	0.7546	0.7627	0.7710	0.7793	0.7877	0.7960	0.8044	0.8127
74	0.7200	0.7282	0.7365	0.7449	0.7534	0.7621	0.7708	0.7795	0.7883	0.7970
75	0.7006	0.7090	0.7175	0.7261	0.7349	0.7438	0.7528	0.7619	0.7711	0.7802
76	0.6807	0.6891	0.6978	0.7067	0.7157	0.7248	0.7341	0.7436	0.7530	0.7626
77	0.6599	0.6685	0.6773	0.6863	0.6955	0.7049	0.7145	0.7242	0.7340	0.7439
78	0.6387	0.6473	0.6562	0.6654	0.6747	0.6843	0.6941	0.7041	0.7142	0.7244
79	0.6170	0.6257	0.6347	0.6439	0.6534	0.6631	0.6731	0.6833	0.6936	0.7042
80	0.5950	0.6037	0.6127	0.6220	0.6315	0.6414	0.6515	0.6618	0.6724	0.6832

	Spouse Age									
Retiree Age	78	79	80	81	82	83	84	85	86	87
28	0.9967	0.9968	0.9970	0.9972	0.9973	0.9975	0.9976	0.9978	0.9979	0.9980
29	0.9963	0.9965	0.9966	0.9968	0.9970	0.9971	0.9973	0.9974	0.9976	0.9977
30	0.9958	0.9960	0.9962	0.9964	0.9966	0.9968	0.9969	0.9971	0.9972	0.9974
31	0.9956	0.9958	0.9960	0.9962	0.9964	0.9965	0.9967	0.9969	0.9970	0.9972
32	0.9953	0.9955	0.9957	0.9959	0.9961	0.9963	0.9965	0.9967	0.9968	0.9970
33	0.9950	0.9953	0.9955	0.9957	0.9959	0.9961	0.9963	0.9965	0.9966	0.9968
34	0.9948	0.9950	0.9952	0.9955	0.9957	0.9959	0.9961	0.9963	0.9965	0.9966
35	0.9945	0.9948	0.9950	0.9952	0.9955	0.9957	0.9959	0.9961	0.9963	0.9965
36	0.9942	0.9945	0.9948	0.9950	0.9953	0.9955	0.9957	0.9959	0.9961	0.9963
37	0.9940	0.9942	0.9945	0.9948	0.9951	0.9953	0.9955	0.9958	0.9960	0.9962
38	0.9937	0.9940	0.9943	0.9946	0.9948	0.9951	0.9953	0.9956	0.9958	0.9960
39	0.9933	0.9937	0.9940	0.9943	0.9946	0.9949	0.9951	0.9954	0.9956	0.9958
40	0.9929	0.9933	0.9937	0.9940	0.9943	0.9946	0.9949	0.9952	0.9954	0.9956
41	0.9925	0.9929	0.9933	0.9936	0.9940	0.9943	0.9946	0.9949	0.9952	0.9954
42	0.9920	0.9924	0.9928	0.9932	0.9936	0.9940	0.9943	0.9946	0.9949	0.9952
43	0.9914	0.9919	0.9923	0.9928	0.9932	0.9936	0.9939	0.9943	0.9946	0.9949
44	0.9907	0.9912	0.9918	0.9922	0.9927	0.9931	0.9935	0.9939	0.9942	0.9945
45	0.9899	0.9905	0.9911	0.9916	0.9921	0.9926	0.9930	0.9934	0.9938	0.9941
46	0.9890	0.9896	0.9903	0.9909	0.9914	0.9920	0.9925	0.9929	0.9933	0.9937
47	0.9879	0.9886	0.9893	0.9900	0.9906	0.9912	0.9918	0.9923	0.9927	0.9932
48	0.9866	0.9874	0.9882	0.9890	0.9897	0.9904	0.9910	0.9915	0.9920	0.9925
49	0.9850	0.9860	0.9869	0.9878	0.9886	0.9893	0.9900	0.9906	0.9912	0.9917
50	0.9832	0.9843	0.9853	0.9863	0.9872	0.9880	0.9888	0.9895	0.9902	0.9908
51	0.9811	0.9823	0.9835	0.9846	0.9856	0.9865	0.9874	0.9882	0.9889	0.9896
52	0.9787	0.9801	0.9814	0.9826	0.9837	0.9848	0.9858	0.9867	0.9875	0.9883
53	0.9759	0.9775	0.9789	0.9803	0.9816	0.9828	0.9839	0.9849	0.9859	0.9867
54	0.9727	0.9744	0.9761	0.9776	0.9791	0.9804	0.9817	0.9828	0.9839	0.9849
55	0.9691	0.9710	0.9728	0.9745	0.9761	0.9777	0.9791	0.9804	0.9816	0.9827
56	0.9651	0.9672	0.9692	0.9711	0.9729	0.9746	0.9762	0.9776	0.9790	0.9802
57	0.9608	0.9631	0.9653	0.9674	0.9694	0.9713	0.9731	0.9747	0.9762	0.9776
58	0.9560	0.9586	0.9610	0.9634	0.9656	0.9677	0.9696	0.9714	0.9731	0.9747
59	0.9508	0.9537	0.9564	0.9589	0.9614	0.9637	0.9658	0.9678	0.9697	0.9714
60	0.9451	0.9482	0.9512	0.9540	0.9567	0.9592	0.9616	0.9639	0.9659	0.9678
61	0.9389	0.9423	0.9456	0.9487	0.9516	0.9544	0.9570	0.9595	0.9617	0.9639
62	0.9323	0.9360	0.9395	0.9429	0.9461	0.9491	0.9520	0.9547	0.9572	0.9596
63	0.9251	0.9291	0.9330	0.9367	0.9402	0.9435	0.9466	0.9496	0.9524	0.9549
64	0.9176	0.9219	0.9261	0.9301	0.9339	0.9376	0.9410	0.9442	0.9472	0.9500
65	0.9095	0.9142	0.9187	0.9230	0.9272	0.9311	0.9349	0.9384	0.9417	0.9447
66	0.9008	0.9059	0.9108	0.9155	0.9200	0.9242	0.9283	0.9321	0.9357	0.9390
67	0.8918	0.8972	0.9025	0.9076	0.9124	0.9171	0.9215	0.9256	0.9295	0.9332
68	0.8821	0.8879	0.8936	0.8991	0.9044	0.9094	0.9142	0.9187	0.9229	0.9268
69	0.8716	0.8779	0.8840	0.8899	0.8956	0.9010	0.9062	0.9110	0.9156	0.9199
70	0.8603	0.8670	0.8736	0.8799	0.8860	0.8919	0.8975	0.9028	0.9077	0.9124
71	0.8482	0.8554	0.8624	0.8692	0.8758	0.8821	0.8881	0.8939	0.8992	0.9043
72	0.8351	0.8428	0.8503	0.8575	0.8646	0.8714	0.8779	0.8840	0.8899	0.8953
73	0.8210	0.8291	0.8371	0.8448	0.8524	0.8597	0.8666	0.8733	0.8796	0.8854
74	0.8057	0.8143	0.8228	0.8310	0.8391	0.8469	0.8544	0.8615	0.8682	0.8746
75	0.7893	0.7984	0.8073	0.8161	0.8247	0.8330	0.8410	0.8486	0.8558	0.8627
76	0.7721	0.7816	0.7910	0.8003	0.8094	0.8182	0.8267	0.8349	0.8426	0.8499
77	0.7538	0.7638	0.7736	0.7834	0.7930	0.8023	0.8113	0.8200	0.8282	0.8361
78	0.7347	0.7450	0.7554	0.7656	0.7756	0.7855	0.7950	0.8042	0.8130	0.8213
79	0.7148	0.7255	0.7362	0.7469	0.7574	0.7677	0.7778	0.7875	0.7968	0.8056
80	0.6942	0.7052	0.7163	0.7274	0.7383	0.7491	0.7597	0.7699	0.7797	0.7890

	Spouse Age							
Retiree Age	88	89	90	91	92	93	94	95
28	0.9981	0.9982	0.9983	0.9984	0.9985	0.9985	0.9986	0.9987
29	0.9978	0.9979	0.9980	0.9981	0.9982	0.9983	0.9984	0.9985
30	0.9975	0.9976	0.9977	0.9978	0.9979	0.9980	0.9981	0.9982
31	0.9973	0.9974	0.9975	0.9977	0.9978	0.9978	0.9979	0.9980
32	0.9971	0.9973	0.9974	0.9975	0.9976	0.9977	0.9978	0.9979
33	0.9970	0.9971	0.9972	0.9973	0.9974	0.9976	0.9976	0.9977
34	0.9968	0.9969	0.9971	0.9972	0.9973	0.9974	0.9975	0.9976
35	0.9966	0.9968	0.9969	0.9971	0.9972	0.9973	0.9974	0.9975
36	0.9965	0.9966	0.9968	0.9969	0.9970	0.9972	0.9973	0.9974
37	0.9963	0.9965	0.9967	0.9968	0.9969	0.9971	0.9972	0.9973
38	0.9962	0.9964	0.9965	0.9967	0.9968	0.9969	0.9971	0.9972
39	0.9960	0.9962	0.9964	0.9965	0.9967	0.9968	0.9969	0.9971
40	0.9958	0.9960	0.9962	0.9964	0.9965	0.9967	0.9968	0.9969
41	0.9956	0.9958	0.9960	0.9962	0.9964	0.9965	0.9967	0.9968
42	0.9954	0.9956	0.9958	0.9960	0.9962	0.9963	0.9965	0.9966
43	0.9951	0.9954	0.9956	0.9958	0.9960	0.9962	0.9963	0.9965
44	0.9948	0.9951	0.9953	0.9955	0.9957	0.9959	0.9961	0.9963
45	0.9944	0.9947	0.9950	0.9952	0.9955	0.9957	0.9959	0.9960
46	0.9940	0.9944	0.9946	0.9949	0.9952	0.9954	0.9956	0.9958
47	0.9935	0.9939	0.9942	0.9945	0.9948	0.9950	0.9953	0.9955
48	0.9929	0.9933	0.9937	0.9940	0.9943	0.9946	0.9949	0.9951
49	0.9922	0.9927	0.9931	0.9934	0.9938	0.9941	0.9944	0.9946
50	0.9913	0.9918	0.9923	0.9927	0.9931	0.9934	0.9938	0.9941
51	0.9903	0.9908	0.9913	0.9918	0.9922	0.9926	0.9930	0.9933
52	0.9890	0.9897	0.9902	0.9908	0.9913	0.9917	0.9921	0.9925
53	0.9875	0.9883	0.9889	0.9895	0.9901	0.9906	0.9911	0.9915
54	0.9858	0.9866	0.9874	0.9881	0.9887	0.9893	0.9898	0.9903
55	0.9837	0.9846	0.9855	0.9863	0.9870	0.9876	0.9883	0.9888
56	0.9814	0.9824	0.9834	0.9843	0.9851	0.9858	0.9865	0.9872
57	0.9789	0.9801	0.9812	0.9821	0.9831	0.9839	0.9847	0.9854
58	0.9761	0.9774	0.9786	0.9798	0.9808	0.9817	0.9826	0.9834
59	0.9730	0.9745	0.9759	0.9771	0.9782	0.9793	0.9803	0.9812
60	0.9696	0.9713	0.9728	0.9741	0.9754	0.9766	0.9777	0.9787
61	0.9658	0.9676	0.9693	0.9708	0.9722	0.9735	0.9748	0.9759
62	0.9617	0.9637	0.9656	0.9673	0.9688	0.9703	0.9716	0.9728
63	0.9573	0.9595	0.9615	0.9634	0.9651	0.9667	0.9682	0.9695
64	0.9526	0.9550	0.9573	0.9593	0.9612	0.9630	0.9646	0.9661
65	0.9476	0.9502	0.9526	0.9549	0.9570	0.9589	0.9607	0.9623
66	0.9421	0.9450	0.9477	0.9501	0.9524	0.9545	0.9564	0.9582
67	0.9365	0.9397	0.9425	0.9452	0.9477	0.9500	0.9521	0.9541
68	0.9305	0.9339	0.9371	0.9400	0.9427	0.9452	0.9475	0.9497
69	0.9239	0.9276	0.9310	0.9342	0.9371	0.9399	0.9424	0.9448
70	0.9167	0.9207	0.9245	0.9279	0.9311	0.9341	0.9368	0.9394
71	0.9090	0.9133	0.9174	0.9211	0.9246	0.9278	0.9308	0.9336
72	0.9004	0.9051	0.9095	0.9136	0.9174	0.9209	0.9242	0.9272
73	0.8909	0.8961	0.9008	0.9053	0.9094	0.9132	0.9167	0.9201
74	0.8805	0.8861	0.8912	0.8960	0.9005	0.9046	0.9085	0.9121
75	0.8691	0.8751	0.8806	0.8858	0.8906	0.8951	0.8993	0.9032
76	0.8568	0.8632	0.8692	0.8748	0.8800	0.8849	0.8894	0.8937
77	0.8434	0.8503	0.8568	0.8628	0.8684	0.8736	0.8785	0.8831
78	0.8291	0.8365	0.8434	0.8498	0.8559	0.8615	0.8667	0.8717
79	0.8139	0.8218	0.8291	0.8360	0.8425	0.8485	0.8541	0.8594
80	0.7978	0.8062	0.8140	0.8213	0.8281	0.8345	0.8405	0.8462

APPENDIX B. BENEFIT CLAIMS AND APPEALS PROCEDURES

Section 1. CLAIMS FOR BENEFITS

(a) All benefit claims must be filed in writing and submitted on claim forms authorized by the Pension Fund ("Fund"). Claim forms may be obtained from any local union or from the Fund.

(b) To provide sufficient time for processing a claim for retirement pension benefits, a Participant should file a claim form with the Fund at least 6 months before his Retirement Date. An individual making a claim for death benefits or disability benefits should file a claim form as promptly as possible after the death or disability occurs. *See* the Benefits Claim Filing Procedures in Section 7.14 of this Pension Plan.

(c) The Fund, upon its receipt of a written benefit claim form, shall notify the claimant of the Fund's benefit determination within a reasonable period of time and, if a claim is wholly or partially denied, not later than 90 days after the Fund receives the claim, provided that this period may be extended for as much as an additional 90 days if the Fund determines that such an extension is necessary due to special circumstances and notifies the claimant, prior to the expiration of the initial 90-day period, of the circumstances requiring the extension of time and the date by which the Fund expects to render the benefit determination. If such an extension is necessary due to a failure of the claimant to submit information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.

d) In the event that a time period for notice of any benefit determination by the Fund is extended to allow the claimant to submit information necessary to decide the claim, the time period for making the benefit determination and providing related notice shall be tolled (i.e., not counted) from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

(e) Notice of any adverse benefit determination pursuant to this Section shall be provided in accordance with Section 2 of this APPENDIX B.

Section 2. NOTICE OF ADVERSE BENEFIT DETERMINATIONS

(a) Whenever an adverse benefit determination (as defined in Section 2[b]) is made by the Fund, the Fund shall provide the claimant with written (or electronic) notice of the determination that shall include statements, in a manner calculated to be understood by the claimant, of the following:

(1) the specific reason or reasons for each adverse benefit determination;

(2) references to the specific provisions of this Pension Plan on which each adverse benefit determination is based;

(3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(4) a description of the Fund's appellate review procedures and the time limitations applicable to those procedures, including a statement of the claimant's right to bring a civil action pursuant to Section 502 of the Employee Retirement Income Security Act following an adverse benefit determination at the end of appellate review by the Fund.

(b) An "adverse benefit determination", for all purposes of this APPENDIX B, means any of the following: a denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination or failure to provide or make payment that is based on any exclusion or any limitation of this Pension Plan as applied to a claim for benefits, or that is based on a determination relative to the question of the claimant's or any other individual's eligibility.

Section 3. PROCEDURES DURING APPELLATE REVIEW OF ADVERSE BENEFIT DETERMINATIONS

(a) Whenever an adverse benefit determination is made by the Fund, there are two available stages of the Fund's appellate review of the determination, the first stage of which is conducted by the Benefits Claim Appeals Committee and the second stage of which is conducted by the Trustee Appellate Review Committee. The Benefits Claim Appeals Committee shall be composed of one or more employees of the Fund appointed to that position by the Executive Director of the Fund, provided that the Executive Director retains the authority to terminate any such appointment at any time.

(b) All authority and responsibilities of the Fund's Board of Trustees with respect to appellate review of adverse benefit determinations is delegated to a committee of Trustees designated as the Trustee Appellate Review Committee.

(c) The following procedures shall govern the operations of the Trustee Appellate Review Committee:

(1) a quorum of the Trustees at any meeting of the Trustee Appellate Review Committee, for the conduct of its business and for all benefit determinations on review by that committee, shall be at least one Employer Trustee and at least one Employee Trustee (all Trustee members of the Board of Trustees are and shall be *de facto* members of the Trustee Appellate Review Committee);

(2) for each matter voted upon at any meeting of the Trustee Appellate Review Committee, the Employee Trustees and the

Employer Trustees shall each have the same number of votes based upon the larger number (of Employee Trustees or Employer Trustees) in attendance, provided that each vote shall be cast as the vote of an individual Trustee and not as part of a block, and each determination by the Trustee Appellate Review Committee shall be based upon a majority vote of those present and voting;

(3) the meetings of the Trustee Appellate Review Committee shall be monthly according to a schedule approved by the Trustees;

(4) the Trustees who attend and participate in any meeting of the Trustee Appellate Review Committee shall be vested, relative to all appellate review of adverse benefit determinations, with all authority and responsibilities of the Board of Trustees established by the Fund's benefit plan documents, as heretofore and hereafter amended, including discretionary and final authority in making determinations during all such appellate review;

(5) the Trustees who attend and participate in any meeting of the Trustee Appellate Review Committee shall, in the same meeting, constitute and make decisions of the Special Hardship Appeal Committee (which decisions shall be recorded in the minutes of the meeting of the Trustee Appellate Review Committee), pursuant to Section 6(f) of APPENDIX B of the Pension Plan; and

(6) the records of monthly meetings of the Trustee Appellate Review Committee, and of its determinations during appellate review, shall be regularly kept and maintained with records of meetings of the Board of Trustees.

(d) At all stages of appellate review of any adverse benefit determination, the following procedures shall be enforced:

(1) the claimant shall be provided an opportunity to submit written comments, documents, records and other information relating to the claim for benefits;

(2) the claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information possessed by the Fund and relevant to the claimant's claim for benefits;

(3) the appellate review shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;

(4) the appellate review shall not afford deference to the initial adverse benefit determination by the Fund and shall be conducted by one or more individuals each of whom shall be an appropriate named fiduciary of the Fund who is neither an individual who made the adverse benefit determination that is the subject of the review nor a subordinate of any such individual;

(5) the appellate review shall require that, in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; and

(6) the appellate review shall require the identification to the claimant of any medical or vocational expert whose advice was obtained on behalf of the Fund in connection with the claimant's adverse benefit determination, whether or not the advice was relied upon in making that determination.

Section 4. TIME LIMITATIONS FOR APPELLATE REVIEW OF ADVERSE BENEFIT DETERMINATIONS

(a) Whenever an adverse benefit determination (as defined in Section 2[b]) is made by the Fund, the claimant may initiate appellate review of the determination by submission to the Fund, within 180 days after the claimant's receipt of the Fund's notice of such determination, of a request for appellate review. All requests for appellate review shall be submitted to the Fund in writing on forms authorized by the Fund.

(b) The Fund, upon its receipt of a claimant's timely written request for appellate review of an earlier adverse benefit determination, shall perform and complete appellate review, and shall notify the claimant of the determinations upon completion of such review, in accordance with the following time limitations:

(1) all appellate review and benefit determinations by the Benefits Claim Appeals Committee shall be completed, and the Fund shall provide written notice to the claimant of those determinations, no later than 30 days after the Fund's receipt of the claimant's timely written request for appellate review of an adverse benefit determination;

(2) whenever an adverse benefit determination is made by the Benefits Claim Appeals Committee at the end of its appellate review, the claimant may initiate appellate review by the Trustee Appellate Review Committee, by written request to the Fund within 180 days after the claimant's receipt of the Fund's notice of such determination;

(3) appellate review by the Trustee Appellate Review Committee shall allow the claimant to exercise his right to make a personal presentation to Trustees (as provided in Section 6[e]), and all appellate review and benefit determinations by the Trustee Appellate Review Committee shall be completed within a reasonable period of time and at a monthly meeting that takes place no later than 90 or more days after the Fund receives the claimant's timely written request for appellate review by the Trustee Appellate Review Committee (since 29 CFR 2560.503-1[i] extends the aggregate time limit to a first quarterly board meeting

more than 30 days after the review receipt's request, or to the "third meeting" in "special circumstances ... such as the need to hold a hearing", and since the same subsection allows an aggregate 120 days for review in "... special circumstances (such as the need to hold a hearing) ...", this maximum complies with the regulation);

(4) after appellate review and benefit determinations by the Trustee Appellate Review Committee, the Fund shall provide written notice to the claimant of those determinations by the Trustees no later than 5 days after the determinations are made;

(5) in the event that any time period for any appellate review by the Fund of an earlier adverse benefit determination, and for notice of the determinations upon completion of such review, is extended based upon a failure by the claimant to submit information necessary to decide the claim, each time period for the conduct and completion of such appellate review, and for making benefit determinations, and for providing notice of those determinations, relative to the claimant's claim, shall be tolled (i.e., not counted) from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

Section 5. NOTICE OF BENEFIT DETERMINATIONS AFTER APPELLATE REVIEW

Whenever a benefit determination is made by the Benefits Claim Appeals Committee or the Trustees after appellate review, the Fund shall provide the claimant with written (or electronic) notice of the determination that shall include statements, in a manner calculated to be understood by the claimant, of the following:

(a) the specific reason or reasons for each adverse benefit determination;

(b) references to the specific provisions of this Pension Plan on which each determination is based;

(c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits; and

(d) a description of the Fund's appellate review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action pursuant to Section 502 of the Employee Retirement Income Security Act following an adverse benefit determination at the end of appellate review by the Fund.

Section 6. MISCELLANEOUS PROVISIONS

(a) Any time limitation specified in this APPENDIX B for a determination and/or a notice by the Fund may be waived and/or modified at any time on the basis of a request, agreement or consent by the claimant or by an

authorized representative of the claimant, including a retroactive waiver and/or modification of an applicable time limitation after it has expired.

(b) Each member of the Benefits Claim Appeals Committee is vested with discretionary and final authority in making any determination within the scope of this APPENDIX B, except that, upon further appellate review by the Trustees after a determination by the Benefits Claim Appeals Committee, the prior discretionary and final authority of the Benefits Claim Appeals Committee is displaced by the authority of the Trustees, who shall not afford deference to any determination by the Benefits Claim Appeals Committee.

(c) The Trustees are vested with discretionary and final authority in making any determination within the scope of this APPENDIX B.

(d) The burden of proof in demonstrating any fact essential to the approval of any claim for benefits, including eligibility for any claimed benefit and the extent to which a claimed benefit is covered or payable in accordance with this Pension Plan, shall at all times be the responsibility of the claimant, provided that the Fund will at all times during appellate review of an adverse benefit determination provide to the claimant, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information possessed by the Fund and relevant to the claimant's claim for benefits.

(e) During appellate review by the Trustees of any adverse benefit determination, a claimant may make a personal presentation of his claims to the Trustee Appellate Review Committee (either by himself or by his authorized representative, or both).

(f) A Special Hardship Appeal Committee exists in accordance with APPENDIX H of this Pension Plan and is composed of Trustees who meet on a monthly or other periodic basis and who, as members of such committee, are authorized by the Board of Trustees to consider and determine matters that include:

  (1) whether any benefits-related relief within the scope of APPENDIX H should be granted or denied to any individual; and

  (2) whether any claim of the Pension Fund, based upon Section 4.13, to restitution from any individual of Periodic Benefit Payments issued during Restricted Reemployment (or other Reemployment) should be enforced or waived or compromised.

Decisions of the Special Hardship Appeal Committee are recorded in minutes of its meetings. Whenever an adverse benefit determination is made by the Special Hardship Appeal Committee, all terms and provisions of Section 2 through Section 6 of this APPENDIX B shall be applicable to such determination, except that the Benefit Claim Appeals Committee is not authorized to participate in any requested appellate review of that determination.

(g) It is a condition precedent to any civil action by a claimant or other individual to recover benefits covered or payable in accordance with this Pension Plan and/or to clarify any individual's rights to past, present or

future benefits covered or payable in accordance with this Pension Plan, including any civil action pursuant to Section 502 of the Employee Retirement Income Security Act, that the claimant or other individual files a benefit claim and initiates and actively pursues appellate review of any adverse benefit determination upon any claim, and secures all related benefit determinations by the Fund, in accordance with this APPENDIX B, prior to the commencement of any civil action.

APPENDIX C. SCHEDULE A - EARLY RETIREMENT PENSION AMOUNTS

RETIREMENT AGES

BENEFIT CLASS	56	55	54	53	52	51	50	49	48	47
1	$56.40	$52.80	$49.20	$45.60	$42.00	$38.40	$34.80	$31.20	$27.60	$24.00
2	84.60	79.20	73.80	68.40	63.00	57.60	52.20	46.80	41.40	36.00
2A	117.50	110.00	102.50	95.00	87.50	80.00	72.50	65.00	57.50	50.00
3	131.60	123.20	114.80	106.40	98.00	89.60	81.20	72.80	64.40	56.00
3A	159.80	149.60	139.40	129.20	119.00	108.80	98.60	88.40	78.20	68.00
4	211.50	198.00	184.50	171.00	157.50	144.00	130.50	117.00	103.50	90.00
5	244.40	228.80	213.20	197.60	182.00	166.40	150.80	135.20	119.60	104.00
6	267.90	250.80	233.70	216.60	199.50	182.40	165.30	148.20	131.10	114.00
7	310.20	290.40	270.60	250.80	231.00	211.20	191.40	171.60	151.80	132.00
8	343.10	321.20	299.30	277.40	255.50	233.60	211.70	189.80	167.90	146.00
9	376.00	351.00	328.00	304.00	280.00	256.00	232.00	208.00	184.00	160.00
10	408.90	382.80	356.70	330.60	304.50	278.40	252.30	226.20	200.10	174.00
11	460.60	431.20	401.80	372.40	343.00	313.60	284.20	254.80	225.40	196.00
12	540.50	506.00	471.50	437.00	402.50	368.00	333.50	299.00	264.50	230.00
13	564.00	528.00	492.00	456.00	420.00	384.00	348.00	312.00	276.00	240.00
14	587.50	550.00	512.50	475.00	437.50	400.00	362.50	325.00	287.50	250.00

APPENDIX C. SCHEDULE B - EARLY RETIREMENT PENSION AMOUNTS

RETIREMENT AGES

BENEFIT CLASS	56	55	54	53	52	51	50	49	48	47
1	$56.40	$52.80	$49.20	$45.60	$42.00	$38.40	$34.80	$31.20	$27.60	$24.00
2	84.60	79.20	73.80	68.40	63.00	57.60	52.20	46.80	41.40	36.00
2A	117.50	110.00	102.50	95.00	87.50	80.00	72.50	65.00	57.50	50.00
3	131.60	123.20	114.80	106.40	98.00	89.60	81.20	72.80	64.40	56.00
3A	159.80	149.60	139.40	129.20	119.00	108.80	98.60	88.40	78.20	68.00
4	211.50	198.00	184.50	171.00	157.50	144.00	130.50	117.00	103.50	90.00
5	244.40	228.80	213.20	197.60	182.00	166.40	150.80	135.20	119.60	104.00
6	267.90	250.80	233.70	216.60	199.50	182.40	165.30	148.20	131.10	114.00
7	310.20	290.40	270.60	250.80	231.00	211.20	191.40	171.60	151.80	132.00
8	343.10	321.20	299.30	277.40	255.50	233.60	211.70	189.80	167.90	146.00
9	376.00	352.00	328.00	304.00	280.00	256.00	232.00	208.00	184.00	160.00
10	408.90	382.80	356.70	330.60	304.50	278.40	252.30	226.20	200.10	174.00
11	460.60	431.20	401.80	372.40	343.00	313.60	284.20	254.80	225.40	196.00
12	540.50	506.00	471.50	437.00	402.50	368.00	333.50	299.00	264.50	230.00
13	564.00	528.00	492.00	456.00	420.00	384.00	348.00	312.00	276.00	240.00
14	587.50	550.00	512.50	475.00	437.50	400.00	362.50	325.00	287.50	250.00
15(A) or higher	658.00	616.00	574.00	532.00	490.00	448.00	406.00	364.00	322.00	280.00

APPENDIX D. PARTIAL PENSIONS

(a) **PREFACE:** The following provisions are included to comply with requirements of the National Reciprocal Agreement, effective January 1, 1964, and any other Reciprocal Agreements to which this Pension Fund is a party, and apply only to the following benefits:

(1) Twenty-Year Service Pension;

(2) Early Retirement Pension;

(3) Contributory Credit Pension;

(4) 25-And-Out Pension;

(5) 30-And-Out Pension;

(6) Monthly Disability Benefit;

(7) 50% Surviving Spouse Benefit; and

(8) 60 Month Survivor Benefit.

(b) **PURPOSE:** Partial Pensions are provided under this Pension Plan to a Participant or a former Participant who does not have sufficient Service Credit to be eligible for any benefits because his years of employment were divided between different pension plans or, if eligible, whose benefits would be less than the full amount because his employment was divided.

(c) **DEFINITIONS**

(1) **COMBINED SERVICE CREDIT:** The total of an individual's Service Credit under this Pension Plan and Related Service Credit together comprise the individual's Combined Service Credit. An individual shall not earn more than one year of Combined Service Credit in any calendar year.

(2) **EFFECTIVE DATE:** This Appendix D and the payment of partial pensions shall be effective on January 1, 1964.

(3) **RELATED SERVICE CREDIT:** Service Credit earned and maintained by an individual under a Related Plan shall be recognized under this Pension Plan as Related Service Credit. The Board of Trustees shall determine Service Credit on the basis on which Related Service Credit has been earned and credited under the Related Plan and certified by the Related Plan to this Pension Plan.

(4) **RELATED PLAN:** By resolution adopted, the Board of Trustees may recognize one or more other pension plans, which have executed a Reciprocal Agreement to which this Pension Plan is a party, as a Related Plan.

(5) **TERMINAL PLAN:** The Terminal Plan shall be the plan associated with the Union which represents the individual at the time of, or immediately prior to, his Retirement Date. If an individual was not represented by any Union immediately prior to his Retirement Date, then the Terminal Plan is the plan to which the greatest number of contributions were made on behalf of the individual in the 36 consecutive calendar months immediately preceding his Retirement Date.

(d) **ELIGIBILITY:** An individual shall be eligible for a Partial Pension under this Pension Plan if he meets all of the following requirements:

(1) he would be eligible for any type of pension under this Pension Plan (other than a Partial Pension) if his Combined Service Credit were treated as Service Credit under this Plan; and

(2) he has earned, in addition to any other requirements necessary to be eligible under (1), above, at least two years of Service Credit in this Pension Plan (or a lesser number of years of Service Credit as may be specified in any Reciprocal Agreement to which this Pension Fund is a party) based on actual employment after he became an Employee as defined in Article I, Section 1.14 of this Pension Plan; and

(3) he is found to be (A) eligible for a Partial Pension from a Related Plan and (B) eligible for a Partial Pension from the Terminal Plan; and

(4) he is not eligible to receive payment of a pension from a Related Plan independent of its provisions for a Partial Pension, except that, an individual who is eligible for a pension other than a Partial Pension from this Pension Plan or a Related Plan may elect to waive the other pension and receive the Partial Pension.

(e) **BREAK-IN-SERVICE:** In applying the Break-in-Service rules of this Pension Plan, any period for which an individual has earned Related Service Credit shall not be used to determine whether there has been a period of no Covered Service sufficient to constitute a Break-in-Service.

(f) **ELECTION OF PENSIONS:** If an individual is eligible for more than one type of pension under this Pension Plan, he may elect the type of pension he is to receive.

(g) **PARTIAL PENSION AMOUNT:** The amount of the Partial Pension shall be determined as follows:

(1) the amount of the pension for which the individual would be eligible under this Pension Plan taking into account his Combined Service Credit shall be determined, then

(2) the amount of Contributory Service Credit earned with this Pension Plan shall be divided by the total amount of Contributory Service Credit earned by the individual, then

(3) the result determined in (2), above, shall be multiplied by the pension amount determined in (1), above, and the result shall be the Partial Pension amount payable by this Pension Plan.

(h) **PAYMENT OF PARTIAL PENSIONS:** The payment of a Partial Pension shall be subject to all of the conditions contained in this Pension Plan applicable to other types of benefits.

(i) In the event that any Related Plan, on or after July 20, 2004 liberalizes its service credit rules, or takes other action that has the effect of awarding service credit with retroactive effect (i.e., with respect to services performed in the past or with respect to service credit already granted), in a way that imposes unanticipated costs in the Pension Fund if the Pension Fund were to recognize such service credit for reciprocal pension purposes, the Pension Fund reserves the right to terminate its participation in any reciprocal pension agreement to which it is a party with such Related Plan.

(j) The Pension Fund is not liable for benefits based upon this APPENDIX D and any Reciprocal Agreement to which the Pension Fund is a party (including the National Reciprocal Agreement for Teamster Pension Funds) to the extent such liability has been transferred pursuant to APPENDIX L of this Pension Plan and the UPS-CSPF Agreement described in APPENDIX L.

APPENDIX E. RULES AND REGULATIONS PERTAINING TO EMPLOYER WITHDRAWAL LIABILITY

Section 1. PREAMBLE

This APPENDIX E to the Central States, Southeast and Southwest Areas Pension Plan (the "Plan") sets forth and describes rules and regulations applicable to the determination and payment of Employer Withdrawal Liability pursuant to the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Multiemployer Pension Plan Amendments Act of 1980 (the "1980 Act"). The term Employer, as used herein, shall be defined as in ERISA and trades and businesses under common control shall constitute a single Employer as provided under ERISA Section 4001(b). Further, the term Employer refers to both Old Employers and New Employers (as defined in Sections 2.2(a) and 2.2(b), respectively) unless otherwise indicated.

Section 2. CALCULATION OF WITHDRAWAL LIABILITY

Section 2.1 Effective Date

The amount of the unfunded vested benefits allocable to an Employer who withdraws from the Plan on or after October 14, 2011 and who is defined as an "Old Employer" under Section 2.2(a) shall be determined in accordance with Section 2.3. The amount of the unfunded vested benefits allocable to an Employer who withdraws from the Plan on or after October 14, 2011 and who is defined as a "New Employer" under Section 2.2(b) shall be determined in accordance with Section 2.4. The amount of unfunded vested benefits allocable to an Employer who withdraws from the Plan at any time before October 14, 2011 shall be determined in accordance with Section 2 of this Appendix E as in effect on October 13, 2011.

Section 2.2 Definitions

(a) **Old Employer** means any Employer who had an obligation to contribute to the Plan for any period prior to October 14, 2011 and all other trades or businesses under common control with said Employer at any time such that together they constituted a single employer within the meaning of Section 4001(b)(1) of ERISA, 29 U.S.C. § 1301(b)(1), and the regulations promulgated thereunder. The term "Old Employer" includes an Employer and all other trades or businesses who withdrew from the Plan prior to October 14, 2011.

(b) **New Employer** means any Employer who satisfies either of the conditions set forth in paragraphs (1) or (2) below:

(1) The Employer has never been an Old Employer or a trade or business under common control with an Old Employer at any time such that together they constituted a single employer within the meaning of Section 4001(b)(1) of ERISA, 29 U.S.C. § 1301(b)(1), and the regulations promulgated thereunder; or

(2) To the extent the Employer first had an obligation to contribute to the Plan before October 14, 2011 or has ever been considered an Old Employer, the Employer has completely satisfied all withdrawal liability related to its past participation in a lump sum or has provided the Pension Fund with a bond issued by a corporate surety company that is an acceptable surety for purposes of ERISA section 412, or an amount held in escrow by a

bank or similar financial institution satisfactory to the Pension Fund for the full amount of the outstanding withdrawal liability.

(3) An Employer satisfying paragraph (1) of this subsection shall be a New Employer on the date its obligation to contribute to the Plan begins. An Employer satisfying paragraph (2) of this subsection shall cease being an Old Employer and shall become a New Employer on the date all of the conditions specified in paragraph (2) are met.

(4) An Old Employer who is or may be obligated under Section 4204 of ERISA, 29 U.S.C. § 1384, as a seller or purchaser, including without limitation the bonding or escrow requirements of Sections 4204(a)(1)(B) and 4204(a)(3) of ERISA, 29 U.S.C. §§ 1384(a)(1)(B) and 1384(a)(3), as well as the liability provisions of Section 4204(a)(1)(C) and 4204(a)(2), 29 U.S.C. §§ 1384(a)(1)(C) and 1384(a)(2), remains subject to those obligations notwithstanding the fact that the Old Employer becomes a New Employer.

(c) **Modified Presumptive Pool** means the pool of assets and associated benefit liabilities relating to Contributions from Old Employers.

(d) **Direct Attribution Pool** means the pool of assets and associated benefit liabilities relating to New Employer Contributions.

(e) **New Employer Contributions** means contributions made by New Employers which are attributable to Participants' service with such Employer for periods during which the Employer qualifies as a New Employer under Section 2.2(b) plus contributions made by an Old Employer during the Plan Year in which such Old Employer becomes a New Employer.

(f) **Modified Presumptive Pool Unfunded Vested Benefits** means all unfunded vested benefits under the Plan minus the Direct Attribution Pool Unfunded Vested Benefits minus the sum of all New Employer's Directly Attributable Unfunded Vested Benefits as calculated under Section 2.4(b).

(g) **Direct Attribution Pool Unfunded Vested Benefits** means all unfunded vested benefits in the Direct Attribution Pool as calculated in Section 2.4(e).

(h) **Plan Year** means the calendar year beginning and including January 1^{st} through and including December 31^{st}.

(i) The definitions applicable to the Appendix E include all definitions stated in Article I and other definitions of the Pension Plan, except to the extent those definitions are contrary to those expressly stated in this Appendix E.

Section 2.3 **Calculation of Withdrawal Liability of an Old Employer**

The amount of the unfunded vested benefits allocable to an Old Employer who withdraws from the Plan shall be the product of:

(a) an amount equal to:

(1) the Modified Presumptive Pool Unfunded Vested Benefits as of the end of the Plan Year preceding the Plan Year in which the Old Employer withdraws; less

(2) the sum of the value as of such date of all outstanding claims for withdrawal liability of Old Employers which can reasonably be expected to be collected, with respect to Old Employers withdrawing before such Plan Year; multiplied by

(b) a fraction:

(1) the numerator of which is the total amount required to be contributed under the Plan by the Old Employer for the last 10 Plan Years ending before the date on which the Old Employer withdraws; and

(2) the denominator of which is the total amount contributed under the Plan by all Old Employers for the last 10 Plan Years ending before the date on which the Old Employer withdraws, increased by the amount of any Old Employer Contributions owed with respect to earlier periods which were collected in those Plan Years, and decreased by any amount contributed by an Old Employer who withdrew from the Plan during those Plan Years;

Section 2.4 **Calculation of Withdrawal Liability of a New Employer**

(a) **New Employer's Unfunded Vested Benefit Allocation.** The amount of the unfunded vested benefits allocable to a New Employer who withdraws from the Plan shall be the sum of:

(1) the New Employer's Unfunded Vested Benefits Attributable to Its Participants' Service (determined as of the end of the Plan Year preceding the Plan Year in which the New Employer withdraws, and as described in subsection (b) below); and

(2) the New Employer's Proportionate Share of the Direct Attribution Pool's Unfunded Vested Benefits (determined as of the end of the Plan Year preceding the Plan Year in which the New Employer withdraws) as described in subsection (f) below.

(b) **New Employer's Unfunded Vested Benefits Attributable to Its Participants' Service.** A New Employer's Unfunded Vested Benefits Attributable to Its Participants' Service is equal to the value of nonforfeitable benefits under the Plan which are attributable to Participants' service with such New Employer (including service based upon contributions deemed New Employer Contributions under Section 2.2(b)) decreased by the New Employer's Share of the Direct Attribution Plan Assets which is allocated to the New Employer under Section 2.4(d). The amount equal to the value of nonforfeitable benefits under the Plan which are attributable to a Participants' service with such New Employer

shall be determined by multiplying the Participant's nonforfeitable benefits by a fraction the numerator of which is the Participant's Contributory Service Credit earned with such New Employer (including Contributory Service Credit earned with an Old Employer during the Plan Year in which such Old Employer becomes a New Employer) and the denominator of which is the Participant's total years of Contributory Service Credit earned with all Employers. To the extent that the New Employer's Unfunded Vested Benefits Attributable to Its Participants' Service is less than zero, the New Employer's Directly Attributable Unfunded Vested Benefits shall be deemed to be zero.

(c) **Direct Attribution Pool Plan Assets.** The value of Direct Attribution Pool Plan Assets determined under this Section 2.4(c) (a portion of which is to be allocated to the New Employer as provided under Section 2.4(d)) is the sum of: all New Employer Contributions made for each Plan Year preceding the Plan Year in which the New Employer withdraws, plus all withdrawal liability payments made by New Employers for withdrawals occurring as New Employers for each Plan Year preceding the Plan Year in which the New Employer withdraws, plus investment earnings or losses for each Plan Year preceding the Plan Year in which the New Employer withdraws attributable as provided under Section 2.4(c)(1), minus administrative expenses for each Plan Year preceding the Plan Year in which the New Employer withdraws attributable as provided under Section 2.4(c)(2), minus all benefit payments which are made for each Plan Year preceding the Plan Year in which the New Employer withdraws that are attributable to service with New Employers as provided under Section 2.4(c)(3).

(1) Investment earnings or losses attributable to the Direct Attribution Plan Pool Plan Assets shall be calculated for each Plan Year by applying the rate of return or loss on all Plan assets for each Plan Year beginning after October 14, 2011 and ending with the last day of the Plan Year prior to the Plan Year of the New Employer's withdrawal to the amount of Direct Attribution Plan Pool Plan Assets (after the application of paragraphs (2) and (3) of this subsection (c)) as of the last day of the Plan Year preceding the Plan Year in which the New Employer withdraws. For the Plan Year that includes October 14, 2011, the rate of return or loss shall be applied proportionate to the period after October 14, 2011 as compared to the entire Plan Year.

(2) Administrative expenses attributable to the Direct Attribution Pool Plan Assets shall be calculated for each Plan Year beginning after October 14, 2011 and ending with the last day of the Plan Year prior to the Plan Year of the New Employer's withdrawal by multiplying the total Plan administrative expenses for a Plan Year by a fraction the numerator of which is the total number of Participants whose last Contributory Service Credit earned under the Plan as of the last day of the Plan Year was earned with a New Employer and the denominator is the total number of Participants in the Plan as of the last day of the Plan Year. For the Plan Year that includes October 14, 2011, the administrative expenses shall be applied proportionate to the period after October 14, 2011 as compared to the entire Plan Year.

(3) Benefit payments that are attributable to service with New Employers shall mean the pro rata portion of a Participant's benefits determined by multiplying the benefit payments by a fraction the numerator of which is the Participant's years of Contributory Service Credit earned with New

Employers (including a Participant's Contributory Service Credit with an Old Employer during the Plan Year in which such Participant's Old Employer becomes a New Employer) and the denominator of which is the Participant's total years of Contributory Service Credit earned with all Employers.

(d) **New Employer's Share of Direct Attribution Pool Plan Assets.** The New Employer's Share of Direct Attribution Pool Plan Assets shall be determined by multiplying the value of the Direct Attribution Pool Plan Assets determined under Section 2.4(c) by the fractions in subparagraphs (d)(1) and (d)(2) of this subsection -

(1) The first fraction –

(i) the numerator of which is the value of nonforfeitable benefits (including such benefits attributable to contributions deemed New Employer Contributions under Section 2.2(b)) which are attributable to Participants' service with all New Employers who have an obligation to contribute under the Plan in the Plan Year preceding the Plan Year in which the New Employer withdraws, and

(ii) the denominator of which is the value of all nonforfeitable benefits (including such benefits attributable to contributions deemed New Employer Contributions under Section 2.2(b)) attributable to all New Employers under the Plan; and

(2) The second fraction –

(i) the numerator of which is the value of the nonforfeitable benefits (including such benefits attributable to contributions deemed New Employer Contributions under Section 2.2(b)) which are attributable to the New Employer, and

(ii) the denominator of which is the value of the nonforfeitable benefits (including such benefits attributable to contributions deemed New Employer Contributions under Section 2.2(b)) which are attributable to service with all New Employers who have an obligation to contribute under the Plan in the Plan Year preceding the Plan Year in which the New Employer withdraws.

(e) **Direct Attribution Pool's Unfunded Vested Benefits.** The amount of the Direct Attribution Pool's Unfunded Vested Benefits for a Plan Year preceding the Plan Year in which a New Employer withdraws is equal to:

(1) an amount equal to –

(i) The value of all nonforfeitable benefits attributable to service with all New Employers (including such benefits attributable to contributions deemed New Employer

Contributions under Section 2.2(b)) under the Plan at the end of such Plan Year; reduced by

(ii) The value of nonforfeitable benefits under the Plan at the end of such Plan Year which are attributable to Participants' service with New Employers (including such benefits attributable to contributions deemed New Employer Contributions under Section 2.2(b)) who have an obligation to contribute under the Plan for such Plan Year; reduced by

(2) an amount equal to –

(i) The value of the Direct Attribution Pool Plan Assets as of the end of such Plan Year as determined under Section 2.4(c), reduced by

(ii) The value of the Direct Attribution Pool Plan Assets as of the end of such Plan Year as determined under Section 2.4(c) multiplied by the fraction in Section 2.4(d)(1); reduced by

(3) The value of all outstanding claims for withdrawal liability which can reasonably be expected to be collected with respect to New Employers withdrawing before the Plan Year preceding the Plan Year in which the New Employer withdraws.

If the Direct Attribution Pool's Unfunded Vested Benefits is less than zero, it shall be deemed to be zero.

(f) **New Employer's Proportionate Share of the Direct Attribution Pool's Unfunded Vested Benefits.** The New Employer's Proportionate Share of the Direct Attribution Pool Unfunded Vested Benefits described in Section 2.4(a)(2) for a Plan Year is the amount determined under Section 2.4(e) multiplied by a fraction-

(1) the numerator of which is the value of the nonforfeitable benefits (including such benefits attributable to contributions deemed New Employer Contributions under Section 2.2(b)) which are attributable to the New Employer, and

(2) the denominator of which is the value of the nonforfeitable benefits (including such benefits attributable to contributions deemed New Employer Contributions under Section 2.2(b)) which are attributable to service with all New Employers who have an obligation to contribute under the Plan in the Plan Year preceding the Plan Year in which the New Employer withdraws.

Section 2.5 <u>Effect of Complete Withdrawal of All Old Employers</u>

If all Old Employers completely withdraw from the Pension Fund, the Direct Attribution Pool and the Modified Presumptive Pool shall be discontinued and the amount of unfunded vested benefits allocable to an Employer that withdraws from the Pension Fund at any time beginning with the first day of the Plan Year in which all Old Employers

cease to be obligated to contribute to the Fund shall be determined in accordance with Section 2 of this Appendix E as in effect on October 13, 2011 (the "Pre-2011 Methodology").

Section 2.6 **<u>Effect of Complete Withdrawal of All New Employers</u>**

If in any Plan Year all New Employers completely withdraw from the Pension Fund, the Direct Attribution Pool and the Modified Presumptive Pool shall be discontinued and the amount of unfunded vested benefits allocable to an Employer that withdraws in the following Plan Year shall be determined in accordance with Section 2 of this Appendix E as in effect on October 13, 2011 (the "Pre-2011 Methodology").

Section 2.7 **<u>Trustee Determinations</u>**

The determinations pursuant to Section 2 of this Appendix E and Section 4202 of ERISA shall be based upon authorization by the Board of Trustees, except that any such determination may be initially authorized between board meetings by action of at least one Employer Trustee and at least one Employee Trustee (which action is to be recorded in a written document) provided such action is ratified by the Board of Trustees at its next meeting.

Section 3. SPECIAL RULES WITH RESPECT TO EMPLOYER CONTRIBUTIONS

For purposes of determining the denominator defined at Sections 2.3(b)(2), 2.4(d)(2), 2.4(e)(3)(ii), and 2.4(f)(2), the amount of Employer Contributions "made" or "contributed" with respect to a Plan Year shall be based upon the amount of Employer Contributions reported on the Form 5500 filed by the Plan for such Plan Year.

Section 4. ACTUARIAL ASSUMPTIONS

The actuarial assumptions used to determine the unfunded vested benefits of the Plan shall be determined by the Plan actuary based on his/her best estimate and in accordance with ERISA § 4213.

Section 5. PAYMENT OF WITHDRAWAL LIABILITY

(a) The amount of payment shall be calculated as follows:

(1) Except as provided in (2) and (4) below, and in (c) and (d) below; the Employer shall pay the amount determined under Section 2 of this Appendix E appropriately adjusted for partial withdrawal and de minimis reductions of $50,000 or less as provided in ERISA Sections 4206 and 4209(a), over the period of years required to amortize the amount in level annual payments determined under (3) below, calculated as if the first payment were made on the first day of the Plan year following the Plan Year in which the withdrawal occurs and as if each subsequent payment were made on the first day of each subsequent Plan Year. Such amortization period shall be determined based on actuarial assumptions used in the most recent actuarial valuation of the Plan.

(2) If the amortization period described in (1) above exceeds 20 years, the liability of the Employer shall be limited to the first 20 annual payments determined in (3) below.

(3) Except as provided in (5) below, the amount of each annual payment shall be the product of:

(A) the average number of weeks of contributions for the three consecutive Plan Years, during the 10 consecutive Plan Years ending before the date of withdrawal, in which the Employer had an obligation to contribute to the Plan for the greatest number of weeks of contributions; and

(B) the highest contribution rate at which the Employer had an obligation to contribute to the Plan during the 10 Plan Years ending with the Plan Year in which the withdrawal occurs.

(4) In the event of a withdrawal of all or substantially all Employers which contribute to the Plan (as described in Section 4219(c)(1)(D) of ERISA) (2) above shall not apply, and total unfunded vested benefits shall be allocated among all such Employers according to regulations established by the Pension Benefit Guaranty Corporation (the "PBGC").

(5) As described in Section 4219(c)(1)(E) of ERISA, the amount of annual payment may be adjusted in the event of a partial withdrawal.

(b) Withdrawal liability shall be payable monthly, according to the schedule determined by the Trustees. Payment of withdrawal liability shall commence no later than 60 days after demand is made therefore by the Trustees.

(c) An Employer shall be entitled to prepay his withdrawal liability and accrued interest without penalty.

(d) Non-payment by an Employer of any amounts due shall not relieve any other Employer from its obligation to make payment. In addition to any other remedies to which the parties may be entitled, an Employer shall be obligated to pay interest on withdrawal liability owed to the Fund from the date when the payment was due to the date when the payment is made together with all expenses of collection incurred by the Trustees, including but not limited to attorneys' fees and such fees for late payment as the Trustees determine and as permitted by law. The interest payable by an Employer, in accordance with the preceding sentence, shall be computed and charged to the Employer at an annualized interest rate equal to two percent (2%) plus the prime interest rate established by JPMorgan Chase Bank, NA (New York, New York) for the fifteenth (15th) day of the month for which the interest is charged. Any judgment against an Employer for withdrawal liability payments owed to this Fund, shall include the greater of (a) a doubling of interest computed and charged in accordance with this section or (b) single interest computed and charged in accordance with this section plus liquidated damages in the amount of 20% of the unpaid withdrawal liability payments. The interest rate after entry of a judgment against an Employer for withdrawal liability shall be due from the date the judgment is entered until the date of payment, shall be computed and charged to the Employer on the entire judgment balance at an annualized interest rate equal to two percent (2%) plus the prime interest rate established by JPMorgan Chase Bank, NA (New York, New York) for the fifteenth (15th) day of the month for which the interest is charged and shall be compounded annually.

(e) In the event of a default, the outstanding amount of the withdrawal liability shall immediately become due and payable. A default occurs if:

(1) the Employer fails to make, when due, any payments of withdrawal liability, if such failure is not cured within 60 days after such Employer receives written notification from the Fund of such failure; or

(2) the Trustees, in their discretion, deem the Fund insecure as a result of any of the following events with respect to the Employer:

(A) the Employer's insolvency, or any assignment by the Employer for the benefit of creditors, or the Employer's calling of a meeting of creditors for the purpose of offering a composition or extension to such creditors, or the Employer's appointment of a committee of creditors or liquidating agent, or the Employer's offer of a composition or extension to creditors,

(B) the Employer's failure or inability to pay its debts as they become due;

(C) the commencement of any proceedings by or against the Employer (with or without the Employer's consent) pursuant to any bankruptcy or insolvency laws or any laws relating to the relief of debtors, or the readjustment, composition or extension of indebtedness, or to the liquidation, receivership, dissolution or reorganization of debtors;

(D) the withdrawal, revocation or suspension, by any governmental or judicial entity or by any national securities exchange or association, of any charter, license, authorization, or registration required by the Employer in the conduct of its business;

(E) the cessation of all or substantially all of an Employer's operations, or the liquidation of all or substantially all of an Employer's assets;

(F) the existence of a delinquency in any amount owed to the Pension Fund including, without limitation, the payment of contributions or prior withdrawal liability; or

(G) any other event or circumstance which in the judgment of the Trustees materially impairs the Employer's credit worthiness or the Employer's ability to pay its withdrawal liability when due.

Section 6. RESOLUTION OF DISPUTES

Any dispute concerning whether a complete or partial withdrawal has occurred, concerning the amount and/or payment of any withdrawal liability or any other matter pertaining to ERISA Sections 4201 through 4129 and ERISA Section 4225 will be resolved in the following manner:

(a) REVIEW BY THE FUND: If, within ninety (90) days after an Employer receives a notice and demand for payment of withdrawal liability from the Fund, such Employer in writing to the Fund (i) requests a review of any specific matter relating to the determination of such liability and the schedule of payments, (ii) identifies any inaccuracy in the determination of the amount of the unfunded vested benefits allocable to the Employer, or (iii) furnishes any additional relevant information to the Fund, a review may be conducted by the Withdrawal Liability Review Committee. The Withdrawal Liability Review Committee consists of members of Staff of the Fund selected by the Executive Director of the Fund. The Withdrawal Liability Review Committee is responsible for the review of any matter pertaining to withdrawal liability which is timely made and the

recommendation for decisions on such matters to the Trustees. This Committee acts by a majority of its members present and voting in making recommendations regarding the action which the Trustees may follow in determining questions of withdrawal liability. The decision of the Trustees may be communicated in writing to the Employer including the basis for the decision and the reason(s) for any change in the determination of an Employer's liability or schedule for liability payments.

(b) ARBITRATION: Within 60 days following the earlier of receipt of a written decision from the Trustees in accordance with subparagraph (a) above, or 120 days after an Employer has made a timely written request for a review of such withdrawal liability matters specified above, either the Employer or the Fund may initiate an arbitration proceeding as provided herein.

(1) Manner of Initiation: Arbitration is initiated by written notice to the Chicago Regional Office of the American Arbitration Association ("AAA") with copies to the Fund (or if initiated by the Fund to the Employer) and the bargaining representative (if any) of the affected employees of the Employer. Such arbitration will be conducted, except as otherwise provided in these rules, in accordance with the "Multiemployer Pension Plan Arbitration Rules" (the "AAA Rules") administered by the AAA. The initial filing fee is to be paid by the party initiating the arbitration proceeding. Arbitration is timely initiated if received by the AAA along with the initial filing fee within the time period prescribed by ERISA Section 4221(a)(1).

(2) Venue: All arbitrations under this Section shall be conducted in Chicago, Illinois. Any actions pursuant to ERISA §4221(b)(2), 29 U.S.C. §1401(b)(2), to enforce, vacate or modify any awards entered in such arbitrations shall be filed in the United States District Court for the Northern District of Illinois, Eastern Division.

(3) Preliminary Statements: The Employer shall file with the AAA and serve upon the Fund at least 21 days prior to the hearing a Preliminary Statement. The Plan shall file with the AAA and serve upon the Employer a responsive Preliminary Statement at least seven days prior to the hearing. Each preliminary statement shall contain: (1) a statement of the factual and legal contentions of the party with respect to each of the issues before the arbitrator; (2) a list identifying the name, address, and occupation of each witness to be called by the party at the hearing and a specific description of the matters upon which the witness will testify; (3) a list describing each exhibit which the party will offer in evidence; and (4) a statement of the relief sought by the party.

(c) LITIGATION: Section 43(c) of the AAA Rules shall not apply. Within 30 days after the issuance of a final award by an arbitrator in accordance with these procedures, any party to such arbitration proceeding may bring an action in an appropriate United States district court to enforce, modify, or vacate the arbitration award, in accordance with ERISA Sections 4221 and 4301.

Section 7. CONSTRUCTION INDUSTRY EXEMPTION

ERISA section 4203(b) shall apply to those Employers described in ERISA section 4203(b)(1).

Section 8. FIVE-YEAR FREE LOOK RULE

(a) Pursuant to ERISA Section 4210, 29 U.S.C. §1390, an employer who withdraws from the Plan in a complete or partial withdrawal is not liable to the Plan if the Employer:

(1) first had an obligation to contribute to the Plan after September 26, 1980;

(2) had an obligation to contribute to the Plan for no more than 5 consecutive plan years preceding the date of its withdrawal;

(3) was required to make contributions to the Plan for each such plan year in an amount equal to less than 2 percent of the sum of all employer contributions made to the Plan for each such year as reported on the Form 5500 filed by the Plan for each such year; and

(4) has never avoided withdrawal liability because of the application of this Section 8 of Appendix E.

(b) Paragraph (a) of this section shall apply to an Employer with respect to the plan only if -

(1) the plan is not a plan which primarily covers employees in the building and construction industry;

(2) the plan makes this exception applicable (as it has in paragraph (a) of this section);

(3) the plan provides (as it does in Appendix G, section (a)(5)) that the reduction under §411(a)(3)(E) of the Internal Revenue Code of 1954 applies with respect to the employees of the Employer; and

(4) the ratio of the assets of the plan for the plan year preceding the first plan year for which the Employer was required to contribute to the plan to the benefit payments made during that plan year was at least 8 to 1.

Section 9. ADJUSTMENT OF LIABILITY FOR WITHDRAWAL SUBSEQUENT TO PARTIAL WITHDRAWAL

The amount of credit an Employer receives for payment of a prior year's partial withdrawal liability is determined in accordance with applicable regulations (29 CFR §4206). Pursuant to 29 CFR §4206, the amortization period defined at 29 CFR §4206.9 shall be ten years. A New Employer shall not be entitled to credit for any prior withdrawal liability incurred as an Old Employer.

Section 10. NO REDUCTION OR WAIVER OF LIABILITY FOR NEW EMPLOYER

An Employer shall not be entitled to a reduction or waiver of withdrawal liability under ERISA sections 4207 or 4208 based upon the payment of withdrawal liability as an Old Employer for its resumption or continuation of participation in the Pension Fund as a New Employer.

APPENDIX F. RULES PERTAINING TO HOURLY RATES FOR CONSTRUCTION INDUSTRY PARTICIPANTS

Section 1. CONSTRUCTION AND BUILDING MATERIALS INDUSTRY DEFINED

The construction or building materials industry for purposes of this Appendix shall be defined as all Contributing Employers in the construction industry relating to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting, or repair of a building, structure, highway, excavation, or other work, and(or) whose principal business is the supply and(or) transportation to and from such job sites of material, equipment or supplies to be utilized by an employee performing such construction work.

The definition in the preceding paragraph applies only for the purpose of this Appendix F and does not apply for any other purpose including, without limitation, the definition of "building and construction industry" for purposes of ERISA § 4203 (b).

Section 2. HOURLY CONTRIBUTION OBLIGATION

(a) Any Collective Bargaining Agreement between a Union and a Contributing Employer in the construction or building materials industry with an effective date on or after September 1, 1985 may require hourly Contributions as set forth in (b) below.

(b) **SCHEDULE B OF BENEFIT CLASSES AND REQUIRED MINIMUM HOURLY CONTRIBUTION RATES**

Employer Benefit Class		Maximum Twenty-Year Service Pension Benefits — Ages 57	58 to 64	59	60	65 Plus	Hourly Contribution Rates
14		625	625	625	775	775	$1.75
15							
	(A)	700	750	800	900	900	$1.90
	(B)	700	750	800	900	900	$2.05
	(C)	700	750	800	900	900	$2.20
16							
	(A)	700	750	800	900	1100	$2.45
	(B)	700	750	800	900	1100	$2.55
	(C)	700	750	800	900	1100	$2.65
17a							
	(A)	700	750	800	900	1100	$2.85
	(B)	700	750	800	900	1100	$3.15
	(C)	700	750	800	900	1100	$3.40
	(D)	700	750	800	900	1100	$3.70

Employer Benefit Class		Maximum Twenty-Year Service Pension Benefits — Ages 57	58 to 64	59	60	65 Plus	Hourly Contribution Rates
17b							
	(A)	700	750	800	900	1100	$2.85
	(B)	700	750	800	900	1100	$3.15
	(C)	700	750	800	900	1100	$3.45
	(D)	700	750	800	900	1100	$3.90
18							
	(A)	700	750	800	900	1100	$3.80*
	(A)	700	750	800	900	1100	$3.90*
	(B)	700	750	800	900	1100	$4.25
	(C)	700	750	800	900	1100	$4.70
	(D)	700	750	800	900	1100	$4.95
	(E)	700	750	800	900	1100	$5.20
18+							
	(A)	700	750	800	900	1100	$4.40
	(B)	700	750	800	900	1100	$4.85
	(C)	700	750	800	900	1100	$5.10
	(D)	700	750	800	900	1100	$5.35

Benefit Class 18+ of a Participant must be based upon the Continuous Contribution Method and not upon the Non-Continuous Contribution Method or any other method.

* If the Bargaining Unit is moving from Benefit Class 17a to Benefit Class 18, the hourly contribution rate for the first year is $3.80; otherwise it is $3.90.

(c) If a Collective Bargaining Agreement requires a Contributing Employer to make hourly Contributions, then an hourly Contribution is required to be made on an Employee's behalf for each hour that he performs one Hour of Service.

(d) If a Collective Bargaining Agreement requires a Contributing Employer to make hourly Contributions, then an Employee shall earn one hour of Contributory Service for each hour of Contributions required to be made on his behalf.

(e) If a Collective Bargaining Agreement requires a Contributing Employer to make hourly Contributions, then an Employee shall earn one hour of Vesting Service for each hour of Contributions required to be made on his behalf.

(f) Self-Contributions made under Article I, Section 1.08 for periods during which the Collective Bargaining Agreement covering the Employee requires hourly Contributions shall be limited to 40 hours of Self-Contributions per week.

Section 3. RULES FOR DETERMINING SERVICE CREDIT WHEN HOURLY CONTRIBUTIONS ARE REQUIRED

(a) For purposes of Article I, Section 1.10, 30 hours of Contributions required to be made on behalf of a Participant shall be considered equivalent to one week of Contributions.

(b) For any calendar year during which a Participant has had an hour of Contributions required to be made on his behalf, the number of hours of Vesting Service due to employment under a Collective Bargaining Agreement requiring hourly Contributions during such year divided by 600 shall be added to the sum determined in Article I, Section 1.40 for the purpose of determining whether he has had a Year of Participation.

(c) For any calendar year during which a Participant has had an hour of Contributions required to be made on his behalf and during which he has at least a Year of Participation, the number of hours of Contributory Service during such year divided by 1,200 shall be added to the sum determined in Article I, Section 1.10(a)(2)(B) for the purpose of determining his Contributory Service Credit for that year.

(d) For any calendar year during which a Participant has had an hour of Contributions required to be made on his behalf, the number of hours of Vesting Service due to employment under a Collective Bargaining Agreement requiring hourly Contributions during such year divided by 300 shall be added to the sum determined in Article I, Section 1.23(b) for the purpose of determining whether he has had a One-Year Break-in-Service.

(e) For any calendar year during which a Participant has had an hour of Contributions required to be made on his behalf, the number of hours of Vesting Service due to employment under a Collective Bargaining Agreement requiring hourly Contributions during such year divided by 600 shall be added to the sum determined in Article I, Section 1.37 for the purpose of determining whether he has earned a Vesting Service Year.

Section 4. DETERMINATION OF THE BENEFIT CLASS OF A PARTICIPANT WITH HOURLY CONTRIBUTIONS

(a) Continuous Contribution Method: The Benefit Class of a Participant who has had Continuous Contributions during his last 5 calendar years shall be the Benefit Class corresponding to the rate of his last weekly Continuous Contribution, his last daily Continuous Contribution in effect for at least his last 5 days of Contributory Service, or his last hourly Continuous Contribution in effect for at least his last 30 hours of Contributory Service.

(b) Non-Continuous Contribution Method: The Benefit Class of a Participant who has not had Continuous Contributions shall be determined by the Non-Continuous Contribution Method described in Article III, Section 3.03(b). For the purpose of determining a Participant's Benefit Class under the Non-Continuous Contribution Method, 30 hours of Contributions shall be equivalent to one week of Contributions and the dollar amount shall be the equivalent weekly Contribution.

APPENDIX G. ACCEPTANCE POLICIES FOR BARGAINING UNITS

The Acceptance Policies in this Appendix G have been adopted by the Board of Trustees for Bargaining Units that have not had prior coverage under this Pension Fund. These policies make it possible for a Bargaining Unit Employee who has never been covered by a Collective Bargaining Agreement (as defined in Article I, Section 1.06) to earn Vesting Service, Non-Contributory Service Credit and Contributory Service Credit for his past employment with the Contributing Employer that begins making Contributions on his behalf.

(a) **GENERAL POLICY APPLICABLE TO A BARGAINING UNIT:**

A Bargaining Unit may be accepted under this General Policy subject to the following conditions:

(1) **BENEFIT CLASS:** The Bargaining Unit must be covered by a Collective Bargaining Agreement requiring Employer Contributions at any Benefit Class under Schedule B.

(2) **AGE AND SERVICE OF EMPLOYEES:** The Employees in the Bargaining Unit may be any age and have any number of years of past employment with the Contributing Employer that becomes required to make Employer Contributions to the Pension Fund on their behalf.

(3) **EARNING VESTING SERVICE AND NON-CONTRIBUTORY SERVICE CREDIT FOR PAST EMPLOYMENT:** An Employee who is a member of a Bargaining Unit on the "Effective Date of Acceptance" (as hereinafter defined), shall earn Vesting Service and Non-Contributory Service Credit for his periods of past employment according to the following:

(A) he shall earn Vesting Service for all of his continuous past employment with the Contributing Employer that begins making Contributions on behalf of the Employees in his Bargaining Unit; and

(B) he shall earn Non-Contributory Service Credit according to Article I, Section 1.22(c) for all of his employment with the Contributing Employer that begins making Contributions on behalf of the Employees in his Bargaining Unit, unless such employment was as a manager, supervisor, business partner, sole proprietor or business owner with supervisor authority. The "Effective Date of Acceptance" of a Bargaining Unit is the date Contributions to the Pension Fund begin on behalf of Employees who are members of a Bargaining Unit accepted under this policy or the Alternative Policy in (b), below.

(C) Non-Contributory Service Credit earned according to (a)(3)(B), above, shall be subject to the limitations in Article I, Section 1.20(a)(4).

An Employee who is on lay-off, sick leave or authorized leave of absence on the Effective Date of Acceptance of his Bargaining Unit under this policy, shall be eligible to earn Vesting Service and Non-Contributory Service Credit according to the above.

(4) **EARNING VESTING SERVICE AND CONTRIBUTORY SERVICE CREDIT FOR FUTURE EMPLOYMENT:** An Employee who is a member of a Bargaining Unit accepted under this policy, shall earn Vesting Service and Contributory Service Credit for periods of future employment according to the benefit eligibility provisions of the Pension Plan.

(5) **CANCELLATION OF VESTING SERVICE AND NON-CONTRIBUTORY SERVICE CREDIT EARNED:** In the event a Bargaining Unit either voluntarily or involuntarily withdraws from the Pension Fund during the "Five-Year Free Look" period defined in Section 8 of Appendix E, the Vesting Service and Non-Contributory Service Credit earned by an Employee under (a)(3), above, shall be canceled. After the "Five-Year Free Look" period expires, the provisions of Article I, Section 1.38 shall be applied in the event of a Voluntary Withdrawal.

(6) **BENEFIT ELIGIBILITY:** The benefit eligibility rules of the Pension Plan, including the Break-in-Service rules, shall be used to determine whether an Employee in a Bargaining Unit accepted under this policy receives any benefit from the Pension Fund, and the Forms of Payment provisions of the Pension Plan shall be used to determine the manner in which any benefit to be received shall be paid.

(b) **ALTERNATIVE POLICY APPLICABLE TO A BARGAINING UNIT THAT HAD PRIOR PENSION PLAN COVERAGE FOR ITS MEMBERS:** A Bargaining Unit whose members have been covered by another pension plan may be accepted under this Alternative Policy rather than the General Policy stated above, subject to the following conditions:

(1) **BENEFIT CLASS:** The Employees in the Bargaining Unit must be covered by a Collective Bargaining Agreement requiring Employer Contributions under a Schedule B Benefit Class that provides benefits comparable to the benefits payable to them by the prior pension plan.

(2) **AGE AND SERVICE OF EMPLOYEES:** The Bargaining Unit must consist of less than 20% of Employees who are at an age greater than 55 with 15 or more years of past employment with the Contributing Employer that becomes required to make Employer Contributions to the Pension Fund on their behalf.

(3) **EARNING VESTING SERVICE, NON-CONTRIBUTORY SERVICE CREDIT AND CONTRIBUTORY SERVICE CREDIT FOR PAST EMPLOYMENT:** An Employee who is a member of a Bargaining Unit on the "Effective Date of Acceptance" (as defined in (a)(3), above), shall earn Vesting Service, Non-Contributory Service Credit and Contributory Service Credit for periods of past employment according to the following:

(A) he shall earn Vesting Service for all of his continuous past employment with the Contributing Employer that begins making Contributions on behalf of the Employees in his Bargaining Unit; and

(B) he shall earn Non-Contributory Service Credit according to Article I, Section 1.22(c) of the Pension Plan for all of his employment with the Contributing Employer required to make Contributions on behalf of the Employees in his Bargaining Unit, except that, no Non-Contributory Service Credit will be earned for:

(i) employment as a manager, supervisor, business partner, sole proprietor or business owner with supervisory authority; or

(ii) employment for which he earns Contributory Service Credit according to (b)(3)(C), below.

(C) he shall earn Contributory Service Credit under this Pension Plan for any contributory service credit he had earned under the prior pension plan if he had become a participant vested under the prior pension plan.

Non-Contributory Service Credit earned according to (b)(3)(B), above, shall be subject to the limitations in Article I, Section 1.20(a)(4) of the Pension Plan.

An Employee who is on lay-off, sick leave, or authorized leave of absence on the Effective Date of Acceptance of his Bargaining Unit under this policy, shall be eligible to earn Vesting Service, Non-Contributory Service Credit and Contributory Service Credit according to the above.

(4) **EARNING VESTING SERVICE AND CONTRIBUTORY SERVICE CREDIT FOR FUTURE EMPLOYMENT:** An Employee who is a member of a Bargaining Unit accepted under this policy, shall earn Vesting Service and Contributory Service Credit for periods of future employment according to the benefit eligibility provision of the Pension Plan.

(5) **CANCELLATION OF VESTING SERVICE, NON-CONTRIBUTORY SERVICE CREDIT AND CONTRIBUTORY SERVICE CREDIT EARNED:** In the event a Bargaining Unit accepted under this policy either voluntarily or involuntarily withdraws from the Pension Fund during the "Five-Year Free Look" period defined in Section 8 of Appendix E, the Vesting Service, Non-Contributory Service Credit and Contributory Service Credit earned by an Employee under (b)(3), above, shall be canceled. After the "Five-Year Free Look" period expires, the provisions of Article I, Section 1.38 shall be applied in the event of a Voluntary Withdrawal.

(6) **BENEFIT ELIGIBILITY:** The benefit eligibility rules of the Pension Plan, including the Break-in-Service rules, shall be used to determine whether an Employee who is a member of a Bargaining Unit accepted under this policy receives any benefit from the Pension Fund, and the Forms of Payment provisions of the Pension Plan shall be used to determine the manner in which any benefit to be received shall be paid, except that:

(A) The Twenty-Year Service Pension, Early Retirement Pension, Deferred Pension and Twenty-Year Deferred Pension shall be reduced by the amount of any benefit payable under the prior pension plan.

(B) The eligibility requirements for the Contributory Credit Pension, 25-And-Out Pension and 30-And-Out Pension shall also include the condition that at least ½ of the Contributory Service Credit needed for these benefits be earned after the Effective Date of Acceptance of a Bargaining Unit under this policy. These benefits shall also be reduced by the amount of any benefit payable under the prior pension plan.

(c) **POLICY UNDER WHICH VESTING SERVICE, NON-CONTRIBUTORY SERVICE CREDIT AND CONTRIBUTORY SERVICE CREDIT WILL BE RECOGNIZED:** Any Vesting Service, Non-Contributory Service Credit and Contributory Service Credit being claimed by an Employee in a Bargaining Unit accepted under the provisions of this Appendix G, must be reported to the Pension Fund at the time the Bargaining Unit petitions for acceptance. Only an Employee who is a member of a Bargaining Unit on the Effective Date of Acceptance shall be eligible to have Vesting Service, Non-Contributory Service Credit and Contributory Service Credit recognized by the Pension Fund according to the provisions of this Appendix G. An Employee who is hired or rehired and becomes a member of a Bargaining Unit after its Effective Date of Acceptance shall not be eligible to claim any Vesting Service, Non-Contributory Service Credit or Contributory Service Credit under this Appendix G.

APPENDIX H. THE SPECIAL ELIGIBILITY APPENDIX

During 1987, a settlement was finalized in a class action lawsuit (Dutchak, Brock and Sullivan v. Fitzsimmons) that had been pending in the United States District Court in Chicago. This Appendix H adds a series of amendments to the Pension Plan to comply with this settlement. In general, the provisions of this Appendix H make the federal law requirements of the Employee Retirement Income Security Act of 1974 (ERISA), retroactive to February 1, 1955 (the inception of the Pension Fund) so as to cover any Participant or former Participant. The purpose of this Appendix H is to set forth the special eligibility amendments that apply to those who are affected by this settlement. These special eligibility amendments supersede any other provisions of this Pension Plan to the extent they are in conflict with those provisions.

(a) If any Participant is entitled to benefits under any provisions of the Pension Plan other than these amendments, those other benefits must be paid in full and set off against any benefit payable because of the amendments. This will not result in a decrease in the total benefit to which any Participant is entitled.

(b) Prior to ERISA, which became law in 1974, the Fund did not provide any form of vested benefits; that is (with one exception), no Participant was guaranteed a benefit unless the Participant had met all eligibility criteria at the time of the Participant's retirement. The ERISA rules, in general, provide a benefit to every Participant with 10 years of contributions made or required to be made to the Pension Fund not interrupted by a Break-in-Service (absence from contributory coverage) regardless whether the Participant subsequently left the Pension Fund for any period of time, however long, before retiring. As a result of these amendments, any Participant who has ever had 10 years of contributions made or required to be made to the Pension Fund on his behalf may receive a Vested Pension calculated under the ERISA mandated formula. Specifically, under these amendments, any Participant who is eligible to retire before December 31, 2015, will be entitled to choose either the benefits for which that Participant qualifies under the Pension Plan as it existed before these amendments became effective or, in the alternative, to receive a Vested Pension based upon all contributions required to be made to the Pension Fund on behalf of the Participant since 1955 (not counting certain non-contributory service as defined in the Pension Plan) if the Participant has received 10 Vesting Service Years (as defined in the Pension Plan), regardless whether at least 3 of those years were received after December 31, 1970 and regardless whether he was a Participant as defined by the Pension Plan.

(c) Under the earlier pension plans, a Participant could have a Break-in-Service, and lose Service Credit if he left the Pension Fund for 2 to 5 years, regardless whether he returned to coverage at a later date. The Break could cause the loss of a Participant's entire pension. These amendments, however, will be subject to the ERISA Break-in-Service rules, which permit a Participant to regain all Service Credit if he returns to the Pension Fund in less years than he was originally in the Fund, regardless whether the Covered Service, Service Credit and Vesting Service occurred at any time after February 1, 1955. In all cases, the Break-in-Service rule which is most advantageous to the Participant will be applied in determining his eligibility for any benefit.

(d) Service in a different fund which has reciprocity with the Pension Fund, or in another pension plan established by collective bargaining with an International Brotherhood of Teamsters affiliate which this Pension Fund does not have a reciprocal agreement, will not constitute a Break-in-Service regardless whether it is treated as Service Credit in this Pension Fund for purposes of the Pension Plan for employment covered by another pension plan. This amendment will remain in effect until December 31, 2015.

(e) At present, the Pension Fund normally pays disability benefits on the same schedule as Social Security Disability Benefits; starting the 1st day of the month after 5 full calendar months of total disability. The present rules, however, delay such payments (and do not pay for the period of such delay) if a Participant does not file his claim for disability benefits during this 5 month period, so that a tardy filing will cause denial of benefits for any time prior to the 3rd month after such late claim. As a result of these amendments, the tardy filing rule will be waived so that the first monthly payment of a Disability Pension Benefit for any Participant disabled between the effective date of this amendment and December 31, 2015, will become due on the 1st day of the month after such Participant has been disabled for 5 full calendar months (and is otherwise eligible for a benefit under the Pension Plan).

(f) Each participant receiving a Disability Pension Benefit of $100 as of October 15, 1981, will receive a $10 increase in his monthly payments effective retroactively to November 1, 1981 and to and including December 31, 2015, so long as that Participant is otherwise eligible under the Pension Plan. If the Disability Pension Benefit is increased above $150 before December 31, 2015, the eligible Participant will receive that increased benefit plus $15 per month, until December 31, 2015, at which time all additional payments made under this amendment will terminate totally.

(g) A Special Hardship Appeal Committee will be created, composed of one Union Trustee and one Employer Trustee. This Committee will meet at least once each calendar quarter and may meet more often at its discretion. For each hardship claim presented, the Committee will attempt to reach fair and internally consistent decisions and will keep files which will include a summary of the basis of the claim and the Committee's findings and disposition of the claim. In addition, the Committee will maintain an index to all such files. These records will be available for inspection by any Participant or his attorney. The procedure for review of a claim by the Special Hardship Appeal Committee will be the same as that for review by the Board of Trustees as described in the Pension Plan, except to the extent that procedure is inconsistent with the procedure provided in this amendment.

(h) The Special Hardship Appeal Committee will review appeals by and grant benefits to any Participant who does not qualify for benefits under the Pension Plan in cases where substantial justice requires deviation from the specific eligibility rules of the Pension Plan; these cases must substantially conform to circumstances in which:

(1) the Participant would have been eligible for benefits but for written misinformation provided by the Pension Fund or its Employees;

(2) the Participant would have been eligible for benefits but for inadequate or tardy release of information about the Pension Fund's eligibility rules or his status under these rules;

(3) the Participant has at least 20 years of Covered Service on or after his 47th birthday, was not an active Employee on his 50th birthday, and demonstrated confusion as to the application of Pension Plan rules to those circumstances by having made a reasonably contemporaneous claim for benefits;

(i) Any benefits payable to a Participant or former Participant becoming eligible under the terms of these amendments which have a present value (as computed by the Pension Fund's actuary) of $2,500 or less at the time the benefits become effective, may (if the Pension Fund elects) be paid in lump-sum equivalent to the amount of that present value.

(j) Any payment which would have been made to a deceased Participant under the amendments if not for the Participant's death, will be payable to the estate of the deceased Participant or those of the Participant's heirs as may be determined by the Pension Fund. Any payment of death benefits to which any person would be entitled under the amendments will be made to the person who would have been entitled to a death benefit at the time of the death of the Participant.

(k) These amendments are enacted pursuant to the settlement and will expire and cease being effective on December 31, 2015, however, a Participant who is entitled to receive benefits other than the disability pension provided by the amendments will continue to receive those benefits for the remainder of his life, subject to other eligibility rules of the Pension Plan. Subject to any limitations of ERISA or any other applicable legal requirements, the Board of Trustees reserves the right to amend the Pension Plan to suspend or eliminate any of the benefits required by the amendments if the lawsuits are reopened or revived by court order in a way which challenges the general principles of the amendments and the settlement upon which they are based.

APPENDIX I. MEDICAL BENEFITS ACCOUNTS

Section 1. PREAMBLE

This Appendix I is added to the Pension Plan by the Board of Trustees, effective on and after June 1, 1999, in order to establish a basis for benefits to be payable by the Pension Fund in accordance with Section 401(h) of the Internal Revenue Code, which currently provides that "a pension or annuity plan may provide for the payment of benefits for sickness, accident, hospitalization, and medical expenses of retired employees, their spouses and their dependents" if certain conditions are satisfied.

Section 2. DEFINITIONS

The definitions applicable to this Appendix I include all definitions stated in Article I and other provisions of the Pension Plan, as heretofore and hereafter amended, and the following:

(a) **"Eligible Medical Beneficiary"** means any person (1) who is a Pensioner receiving monthly retirement pension benefits from the Pension Fund or the Spouse of such a Pensioner and (2) who is eligible to receive Medical Benefits in accordance with a Medical Benefits Account; and

(b) **"Health and Welfare Fund"** means Central States, Southeast and Southwest Areas Health and Welfare Fund; and

(c) **"Medical Benefits"** means those benefits which are specified in a Medical Benefits Account; and

(d) **"Medical Benefits Account"** means a plan established by the Board of Trustees to provide benefits in accordance with Section 401(h) of the Internal Revenue Code, provided that the terms and provisions of each such separate plan shall be specified in a resolution adopted by the Board of Trustees; and

(e) **"Spouse"** means any person (1) who is married to a Pensioner in a legally recognized civil or religious ceremony or (2) who is a party to a common-law marriage with a Pensioner in a jurisdiction in which common-law marriages are recognized to be valid, provided that the Pension Fund receives evidence confirming that all prerequisites to the validity of a common-law marriage, in that jurisdiction, have been satisfied.

Section 3. MEDICAL BENEFITS ACCOUNTS

(a) The Board of Trustees amends the Pension Plan by the addition of this Appendix I, effective on and after June 1, 1999, as the basis for Medical Benefits to be payable by the Pension Fund in accordance with separate Medical Benefits Accounts, the terms and provisions of each such separate account to be specified in a resolution adopted by the Board of Trustees.

(b) The funding for the payment of all Medical Benefits in accordance with Medical Benefits Accounts shall be derived entirely from Contributions payable by Contributing Employers in accordance with Collective Bargaining Agreements and from investment earnings.

(c) The terms and provisions of the Pension Plan relating to plan administration, including Article VII and Appendix B, are incorporated by reference into, and shall be applicable to, this Appendix I.

(d) The Health and Welfare Fund shall provide administrative services in disbursing Medical Benefits in accordance with Medical Benefits Accounts, in exchange for which the Health and Welfare Fund shall receive reasonable compensation from the Pension Fund in amounts sufficient to reimburse the Health and Welfare Fund for the costs it incurs in providing such services.

(e) Medical Benefits Account 18+ is established, effective on and after June 1, 1999, and is based upon the following terms and provisions:

(1) the funding for the payment of all Medical Benefits in accordance with Medical Benefits Account 18+ shall be derived entirely from a portion of the Contributions that are payable by Contributing Employers in accordance with Collective Bargaining Agreements that specify Benefit Class 18+ Contribution rates (and from investment earnings), provided that the portion of those Contributions allocable to Medical Benefits Account 18+ shall be limited to $6.00 per weekly Contribution or $1.20 per daily contribution or $.15 per hourly Contribution, and provided further that the Pension Fund shall not be obligated to fund Medical Benefits except to the extent of such specified portion of Contributions and investment earnings thereon; and

(2) the Medical Benefits that will be payable to an Eligible Medical Beneficiary in accordance with Medical Benefits Account 18+ will be equal to the Prescription Drug Benefit which is specified (as of June 1, 1999) in the Retiree Plan Document of the Health and Welfare Fund, the terms and exclusions of which are hereby incorporated by reference, provided that the Pension Fund will pay 80% of covered Prescription Drug Benefit charges, and provided further that such payments by the Pension Fund will be limited to $1,000 per Eligible Medical Beneficiary in each calendar year, and provided further that the terms, limitations and exclusions of Medical Benefits payable in accordance with Medical Benefits Account 18+ may be amended by the Board of Trustees at any time and to any lawful extent and purpose; and

(3) Medical Benefits in accordance with Medical Benefits Account 18+ will be payable to a Pensioner receiving monthly retirement benefits from the Pension Fund (only during periods in which such monthly benefits are payable), and to the Spouse of such a Pensioner, **<u>if</u>:**

(A) the Pensioner meets each of the requirements of Section 4.04(d)(7) and qualifies for a Contributory Credit Pension under Benefit Class 18+; and

(B) the Pensioner has at least 20 years of Contributory Service Credit; and

(C) the Pensioner's Retirement Date is during the period from the initial effective date through the expiration date of a Collective Bargaining Agreement which covers members of his Bargaining Unit and which provides for Employer Contributions at a rate corresponding to Benefit Class 18+;

provided that such Medical Benefits will be payable only on and after the 65th birthday of a Pensioner or Spouse.

Section 4. MISCELLANEOUS

In order to comply with the Internal Revenue Code, administration of each Medical Benefits Account shall comply with the following requirements:

(a) all Medical Benefits shall be subordinate to the retirement pension benefits provided by and in accordance with the Pension Plan, provided that the aggregate actual Contributions allocated to Medical Benefits Accounts (when added to aggregate actual Contributions allocable to life insurance protection provided by and in accordance with the Pension Plan) shall not exceed 25% of all actual Contributions to the Pension Fund (other than Contributions allocated to the funding of past service credits) after the date on which a Medical Benefit Account is first established by the Pension Fund; and

(b) a separate account shall be established and maintained with respect to Contributions allocated to each Medical Benefits Account, provided that this separate account requirement is for recordkeeping purposes only and that the funds allocated to Medical Benefits Accounts will be collectively invested with funds set aside for retirement purposes without identification of which investment properties are allocable to each account, and provided further that the investment earnings attributable to Medical Benefits Accounts must be allocated to each such account in a reasonable manner; and

(c) each Contributing Employer, at or before the time he remits any Contribution to the Pension Fund of which part is to be allocated to a Medical Benefits Account, must designate the portion of the Contribution that is allocable to a Medical Benefits Account, and all Contributions by Contributing Employers to Medical Benefits Accounts must be reasonable and ascertainable; and

(d) it shall be impossible, at any time prior to the satisfaction of all liabilities under the Pension Plan to provide Medical Benefits, for any part of the corpus or income of a Medical Benefits Account (as recorded in a separate account) to be used for, or diverted to, any purpose other than the providing of such Medical Benefits (within the taxable year or thereafter), provided that it is permissible to apply corpus and/or income of a Medical Benefits Account to the payment of necessary or appropriate expenses of administering a Medical Benefits Account; and

(e) in the event the interest of an Eligible Medical Beneficiary in a Medical Benefits Account is forfeited prior to termination of the account, an amount equal to the amount of the forfeiture shall be applied as soon as possible to reduce Contributions to fund Medical Benefits payable in accordance with the account; and

(f) in the case of any Pensioner who is a "key employee" (meaning a person who, at any time during the plan year or any preceding plan year during which Contributions were made to the Pension Fund on his or her behalf, was a "key employee" as defined in Section 416[i] of the Internal Revenue Code as heretofore or hereafter amended), a separate account shall be established and maintained for Medical Benefits payable on behalf of such Pensioner and his or her Spouse, and such Medical Benefits (for any plan year in which the person is a "key employee") shall be payable for such Pensioner and his or her Spouse only from such separate account; and

(g) upon the satisfaction of all liabilities under the Pension Plan to provide Medical Benefits from a Medical Benefits Account, all of the corpus and income remaining in the Medical Benefits Account (as recorded in a separate account) shall be credited or refunded to the Contributing Employers whose Contributions funded the account, provided that such credits or refunds shall be limited to entities which are then Contributing Employers.

APPENDIX J-1. GROCERY WAREHOUSE PLAN A

Section 1. PREAMBLE

This Appendix J-1 is added to the Pension Plan by the Board of Trustees, effective on and after January 1, 2000, in order to establish the basis for the initial participation in the Pension Plan, after that date, of certain newly hired Employees of Contributing Employers which are Grocery Warehouse Employers. A principal objective of this Appendix J-1 is to fortify the contribution base of the Pension Fund by attracting certain additional Contributing Employers and Participants and by enabling certain existing Contributing Employers to continue their participation in the Pension Fund. The terms and provisions of this Appendix J-1 are available only to those Contributing Employers (and Participants employed by them) whose participation in this Grocery Warehouse Plan is expressly authorized and approved by the Trustees. (This Appendix J-1 is inapplicable to any Collective Bargaining Agreement [including any renewal or extension of an earlier Collective Bargaining Agreement] that is initially effective in a period that begins on or after July 1, 2006. If the expiration date of a Collective Bargaining Agreement of a Grocery Warehouse Employer was on or after July 1, 2006, and the agreement is amended to provide an expiration date prior to July 1, 2006, the amended agreement will not be accepted by the Pension Fund and this Appendix J-1 will be inapplicable to the amended agreement after its pre-amendment expiration date. *See* Appendix J-2 of the Pension Plan.)

Section 2. DEFINITIONS

The definitions applicable to this Appendix J-1 include all definitions stated in Article I and other provisions of the Pension Plan, as heretofore and hereafter amended, and the following:

(a) "Grocery Warehouse Employer" means a Contributing Employer which is bound by the terms of a Teamster Contract and which is engaged in grocery warehouse operations. The Trustees of the Pension Fund are vested with discretionary and final authority in determining whether or not a specific Contributing Employer is a Grocery Warehouse Employer and each such determination shall be binding upon that Contributing Employer, all other Contributing Employers and all Participants and beneficiaries of the Pension Fund.

(b) "Grocery Warehouse Employee", within the scope and for purposes of this Appendix J-1, means a Participant (1) who is employed by a Grocery Warehouse Employer, (2) whose employment is limited to grocery warehouse operations and (3) whose initial employment by his Grocery Warehouse Employer begins during the period from January 1, 2000, through the date of the first expiration on or after July 1, 2006, of a Collective Bargaining Agreement (including any renewal or extension of an earlier agreement) of his Grocery Warehouse Employer. ("Grocery Warehouse Employee" does not include any employee who performs truck driving and/or other non-warehouse services for his Grocery Warehouse Employer.) The Trustees of the Pension Fund are vested with discretionary and final authority in determining whether or not a specific Participant is a Grocery Warehouse Employee and each such determination shall be binding upon that Participant, his Contributing

Employer, all other Contributing Employers and all Participants and beneficiaries of the Pension Fund.

Section 3. AUTHORIZED LESS-THAN-100% EMPLOYER CONTRIBUTIONS (AND CONTRIBUTORY SERVICE CREDIT) DURING INITIAL EMPLOYMENT OF GROCERY WAREHOUSE EMPLOYEES

(a) Each Grocery Warehouse Employer shall be authorized and obligated to remit Employer Contributions on behalf of each Grocery Warehouse Employee it first employs on a date that is on or after January 1, 2000, and prior to July 1, 2006, beginning no later than the Contribution Start Date of that employee (as determined pursuant to this subsection), at no less than the following percentage of the Contribution Rates specified in Section 3.01(d) of the Pension Plan:

(1) 20% throughout the first 12-month period after the Contribution Start Date; and

(2) 40% throughout the second 12-month period after the Contribution Start Date; and

(3) 60% throughout the third 12-month period after the Contribution Start Date; and

(4) 80% throughout the fourth 12-month period after the Contribution Start Date; and

(5) 100% on and after the fourth anniversary of the Contribution Start Date.

For each Grocery Warehouse Employer whose initial Collective Bargaining Agreement providing for the above-described phased-in Employer Contributions is first effective on a date after March 31, 2005, the Contribution Start Date of each Grocery Warehouse Employee it first employs during or after the term of that agreement shall be the 31st calendar day after such employment begins. For each Grocery Warehouse Employer whose initial Collective Bargaining Agreement providing for the above-described phased-in Employer Contributions was first effective before April 1, 2005, the Contribution Start Date of each Grocery Warehouse Employee it first employs on or after January 1, 2000, shall be no later than the date of that employee's initial completion of 1,000 Hours of Service in a 12-month period based upon his compensated employment by that Grocery Warehouse Employer, provided that, for each renewal or extension of a Collective Bargaining Agreement of such Grocery Warehouse Employer that is first effective on or after April 1, 2005, the Contribution Start Date of each Grocery Warehouse Employee it first employs during or after the term of that renewed or extended agreement shall be the 31st calendar day after such employment begins.

(b) Any Collective Bargaining Agreement that provides for a schedule of phased-in Employer Contributions over a maximum 48-month period as authorized by (a), *supra*, shall specify the full Contribution Rate to which each percentage is applicable and shall separately specify the amount and duration of each such percentage.

(c) Any Participant on whose behalf Employer Contributions are owed at less than 100% of the applicable Contribution Rate(s) during the first 48 months after his Contribution Start Date, pursuant to (a) and (b), *supra*, shall, during that same period, earn full Contributory Service for the purposes of both calculating a Year of Participation and preventing a One-Year Break-in-Service (and a Break-in-Service) as if the Participant's Employer Contributions were owed at 100% (rather than partial percentages) of the full Contribution Rate(s), provided that only the same partial percentages of Contributory Service will be included in calculating Contributory Service Credit.

(d) Any Participant on whose behalf Employer Contributions are owed at less than 100% of the applicable Contribution Rate(s) during the first 48 months after his Contribution Start Date, pursuant to (a) and (b), *supra*, shall earn full Vesting Service throughout that period as if the Participant's Employer Contributions were owed at 100% (rather than partial percentages) of the full Contribution Rate(s).

(e) Any Participant on whose behalf Employer Contributions are owed at less than 100% of the applicable Contribution Rate(s) during the first 48 months after his Contribution Start Date, pursuant to (a) and (b), *supra*, shall be limited to the same partial amount of Contributory Service Credit during that 48-month period (for example, if the Participant's Employer Contributions are owed at 20%, 40%, 60% and 80% of the full Contribution Rate[s], respectfully, during the first four 12-month periods after his Contribution Start Date, he will be entitled to Contributory Service Credit limited to the same corresponding percentage of each week, day or other partial period within each such 12-month period), and shall be limited to the same partial periods of Contributions solely for the purposes of calculating Continuous Contributions and calculating the amount of reemployment of a recovered (former) Disabled Participant or a reemployed Pensioner that may be credited toward the 250-week minimum provided in Section 4.14.

(f) The terms and provisions of this Appendix J-1 shall be applied to each newly hired Grocery Warehouse Employee without taking into account any of his prior employment, except employment by the same Grocery Warehouse Employer. Each Grocery Warehouse Employer may owe partial rather than full Employer Contributions on behalf of each of its Grocery Warehouse Employees, during only the first 48 months after an employee's first Contribution Start Date during his initial employment by that Grocery Warehouse Employer, to the extent authorized by this Appendix J-1 (even if its employment of that employee is not continuous throughout that 48-month period).

APPENDIX J-2. GROCERY WAREHOUSE PLAN B

Section 1. PREAMBLE

This Appendix J-2 is added to the Pension Plan by the Board of Trustees, effective on and after July 1, 2006, in order to establish the basis for the initial participation in the Pension Plan, after that date, of certain newly hired Employees of Contributing Employers which are Grocery Warehouse Employers. A principal objective of this Appendix J-2 is to fortify the contribution base of the Pension Fund by attracting certain additional Contributing Employers and Participants and by enabling certain existing Contributing Employers to continue their participation in the Pension Fund. The terms and provisions of this Appendix J-2 are available only to those Contributing Employers (and Participants employed by them) whose participation in this Grocery Warehouse Plan is expressly authorized and approved by the Trustees.

Section 2. DEFINITIONS

The definitions applicable to this Appendix J-2 include all definitions stated in Article I and other provisions of the Pension Plan, as heretofore and hereafter amended, and the following:

(a) "Grocery Warehouse Employer" means a Contributing Employer which is bound by the terms of a Teamster Contract and which is engaged in grocery warehouse operations. The Trustees of the Pension Fund are vested with discretionary and final authority in determining whether or not a specific Contributing Employer is a Grocery Warehouse Employer and each such determination shall be binding upon that Contributing Employer, all other Contributing Employers and all Participants and beneficiaries of the Pension Fund.

(b) "Grocery Warehouse Employee", within the scope and for purposes of this Appendix J-2, means a Participant (1) who is employed by a Grocery Warehouse Employer, (2) whose employment is limited to grocery warehouse operations and (3) whose initial employment by his Grocery Warehouse Employer begins on or after the inception date of the first Collective Bargaining Agreement of his Grocery Warehouse Employer (including any renewal or extension of an earlier agreement) that becomes effective on or after July 1, 2006. ("Grocery Warehouse Employee" does not include any employee who performs truck driving and/or other non-warehouse services for his Grocery Warehouse Employer.) The Trustees of the Pension Fund are vested with discretionary and final authority in determining whether or not a specific Participant is a Grocery Warehouse Employee and each such determination shall be binding upon that Participant, his Contributing Employer, all other Contributing Employers and all Participants and beneficiaries of the Pension Fund. (A Participant who, as of June 30, 2006, is a "Grocery Warehouse Employee" within the scope and for purposes of Appendix J-1, and whose first Contribution Start Date for Appendix J-1 purposes was after June 30, 2002, may prospectively be reclassified as a "Grocery Warehouse Employee" within the scope and purposes of this Appendix J-2, but only for the remainder of the first 48 months after his first Contribution Start Date for Appendix J-1 purposes,

provided that any such reclassification is contingent on prior approval by the Trustees of a corresponding amendment to his Contributing Employer's Collective Bargaining Agreement [the Trustees are vested with discretionary and final authority in determining whether or not to approve such an amendment].)

Section 3. AUTHORIZED LESS-THAN-100% EMPLOYER CONTRIBUTIONS (AND CONTRIBUTORY SERVICE CREDIT) DURING INITIAL EMPLOYMENT OF GROCERY WAREHOUSE EMPLOYEES

(a) Each Grocery Warehouse Employer shall be authorized and obligated to remit Employer Contributions on behalf of each Grocery Warehouse Employee it first employs on or after July 1, 2006, beginning no later than the Contribution Start Date of that employee (as determined pursuant to this subsection), at no less than the following percentage of the Contribution Rates specified in Section 3.01(d) of the Pension Plan:

(1) 50% throughout the first 36-month period after the Contribution Start Date; and

(2) 100% on and after the third anniversary of the Contribution Start Date.

For each Grocery Warehouse Employer whose initial Collective Bargaining Agreement providing for the above-described phased-in Employer Contributions is first effective on a date on or after July 1, 2006, the Contribution Start Date of each Grocery Warehouse Employee it first employs on or after that date shall be the 31st calendar day after such employment begins.

(b) Any Collective Bargaining Agreement that provides for a schedule of phased-in Employer Contributions over a maximum 36-month period as authorized by (a), *supra*, shall specify the full Contribution Rate to which the 50% percentage is applicable and shall specify the amount and duration of the 50% obligation.

(c) Any Participant on whose behalf Employer Contributions are owed at 50% of the applicable Contribution Rate(s) during the first 36 months after his Contribution Start Date, pursuant to (a) and (b) *supra*, shall, during that same period, earn full Contributory Service for the purposes of both calculating a Year of Participation and preventing a One-Year Break-in-Service (and a Break-in-Service) as if the Participant's Employer Contributions were owed at 100% (rather than 50%) of the full Contribution Rate(s).

(d) Any Participant on whose behalf Employer Contributions are owed at 50% of the applicable Contribution Rate(s) during the first 36 months after his Contribution Start Date, pursuant to (a) and (b), *supra*, shall earn full Vesting Service throughout that period as if the Participant's Employer Contributions were owed at 100% (rather than 50%) of the full Contribution Rate(s).

(e) Any Participant on whose behalf Employer Contributions are owed at 50% of the applicable Contribution Rate(s) during the first 36 months after his Contribution Start Date, pursuant to (a) and (b), *supra*, shall earn full Contributory Service Credit throughout that period as if the Participant's Employer Contributions were owed at 100% (rather than 50%) of the full Contribution Rate(s) and, during that same 36-month period, 100% of the total weeks of Contributions will be included in any calculations of Continuous Contributions (Section 3.02) and of the amount of reemployment of a recovered (former) Disabled Participant or a reemployed Pensioner that may be credited toward the 250-week minimum provided in Section 4.14.

(f) The terms and provisions of this Appendix J-2 shall be applied to each newly hired Grocery Warehouse Employee without taking into account any of his prior employment, except employment by the same Grocery Warehouse Employer. Each Grocery Warehouse Employer may owe 50% rather than full Employer Contributions on behalf of each of its Grocery Warehouse Employees for only the first 36 months after an employee's first Contribution Start Date that occurs during his initial employment by that Grocery Warehouse Employer, and only to the extent authorized by this Appendix J-2 (even if its employment of that employee is not continuous throughout that 36-month period).

APPENDIX K-1. MINIMUM EMPLOYER CONTRIBUTION REQUIREMENTS

Section 1. PREAMBLE

This Appendix K-1 is added to the Pension Plan by the Board of Trustees, effective on and after November 8, 2005, in order to enable the Pension Fund to comply with minimum funding standards imposed by federal law. The Pension Fund is required to comply with minimum funding standards established by Section 302 of ERISA, 29 U.S.C. § 1082, and Section 412 of the Internal Revenue Code, 26 U.S.C. § 412. A letter from Internal Revenue Service ("IRS") dated July 13, 2005, to Thomas C. Nyhan, Executive Director of the Pension Fund, states in part (emphasis added):

> "This letter constitutes notice that your request for a 10-year extension for amortizing the unfunded liabilities described in section 412 (b) (2) (B) of the Internal Revenue Code ('Code') and section 302 (b) (2) (B) of the Employee Retirement Income Security Act of 1974 ('ERISA'), has been approved subject to the following conditions:"
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> * * * * *
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> **"... If any one of these conditions is not satisfied, the approval to extend the amortization periods for amortizing the unfunded liabilities would be retroactively null and void."**

The Trustees have received recommendations, information and expert advice that addition of this Appendix K-1 to the Pension Plan will be a reasonable measure to enable the Pension Fund to comply with the required conditions of the above-referenced IRS letter dated July 13, 2005, to prevent a deficiency in the Pension Fund's funding standard account and to comply with minimum funding standards imposed by ERISA and the Internal Revenue Code.

Section 2. DEFINITIONS

The definitions applicable to this Appendix K-1 include all definitions stated in Article I and other provisions of the Pension Plan.

Section 3. MINIMUM EMPLOYER CONTRIBUTION REQUIREMENTS

Every Collective Bargaining Agreement which required Employer Contributions to the Pension Fund as of November 8, 2005, and which as of that date was scheduled to expire between that date and December 31, 2006, and which is renewed for periods beyond its expiration shall require each Contributing Employer bound by that renewal agreement to make increased Employer Contributions to the Pension Fund at Contribution rates at least equal to the following requirements (with exceptions specified in Section 4)[*]:

[*] As used in the Appendix K-1, "Current" means the final Employer Contribution rate for the highest Benefit Class negotiated in the Collective Bargaining Agreement expiring between November 8,

Schedule A (Benefit Class 1-14):

Benefit Class	Current Rate/Wk	Year 1 Rate/Wk	Year 2 Rate/Wk	Year 3 Rate/Wk	Year 4 Rate/Wk	Year 5 Rate/Wk
1	$ 5.00	$ 5.40	$ 5.80	$ 6.20	$ 6.60	$ 7.10
2	7.00	7.50	8.00	8.60	9.20	9.80
2A	9.00	9.60	10.30	11.30	11.80	12.60
3	11.00	11.80	12.60	13.50	14.40	15.40
3A	13.00	13.90	14.90	15.90	17.00	18.20
4	16.00	17.10	18.30	19.60	21.00	22.50
5	18.50	19.80	21.20	22.70	24.30	26.00
6	21.00	22.50	24.10	25.80	27.60	29.50
7	24.00	25.70	27.50	29.40	31.50	33.70
8	27.00	28.90	30.90	33.10	35.40	37.90
9	30.00	32.10	34.30	36.70	39.30	42.10
10	33.00	35.30	37.80	40.40	43.20	46.20
11	37.00	39.60	42.40	45.40	48.60	52.00
12	41.00	43.90	47.00	50.30	53.80	57.60
13	46.00	49.20	52.60	56.30	60.20	64.40
14	51.00	54.60	58.40	62.50	66.90	71.60

2005, and December 31, 2006; “Rate/Wk” means Weekly Employer Contribution Rates; “Rate/Day” means Daily Employer Contribution Rates; and “Rate/Hr” means Hourly Employer Contribution Rates.

Schedule B (Benefit Class 1-14)

Benefit Class	Current Rate/Wk	Year 1 Rate/Wk	Year 2 Rate/Wk	Year 3 Rate/Wk	Year 4 Rate/Wk	Year 5 Rate/Wk
1	$ 6.00	$ 6.40	$ 6.80	$ 7.30	$ 7.80	$ 8.30
2	8.00	8.60	9.20	9.80	10.50	11.20
2A	10.00	10.70	11.40	12.20	13.10	14.00
3	12.00	12.80	13.70	14.70	15.70	16.80
3A	15.00	16.10	17.20	18.40	19.70	21.10
4	18.00	19.30	20.70	22.10	23.60	25.30
5	21.00	22.50	24.10	25.80	27.60	29.50
6	24.00	25.70	27.50	29.40	31.50	33.70
7	27.00	28.90	30.90	33.10	35.40	37.90
8	30.00	32.10	34.30	36.70	39.30	42.10
9	33.00	35.30	37.80	40.40	43.20	46.20
10	36.00	38.50	41.20	44.10	47.20	50.50
11	40.00	42.80	45.80	49.00	52.40	56.10
12	44.00	47.10	50.40	53.90	57.70	61.70
13	49.00	52.40	56.10	60.00	64.20	68.70
14	55.00	58.90	63.00	67.40	72.10	77.10

Schedule B (Benefit Class 15[A] through 18+)

Benefit Class	Current Rate/Wk	Year 1 Rate/Wk	Year 2 Rate/Wk	Year 3 Rate/Wk	Year 4 Rate/Wk	Year 5 Rate/Wk
15A	$ 61.00	$ 65.30	$ 69.90	$ 74.80	$ 80.00	$ 85.60
15B	65.00	69.60	74.50	79.70	85.30	91.30
15C	69.00	73.80	79.00	84.50	90.40	96.70
16	85.00	91.00	97.40	104.20	111.50	119.30
17A	118.00	126.30	135.10	144.60	154.70	165.50
17B	124.00	132.70	142.00	151.90	162.50	173.90
18	166.00	177.60	190.00	203.30	217.50	232.70
18+	180.00	192.20	205.20	219.10	234.00	250.00

Benefit Class	Current Rate/Day	Year 1 Rate/Day	Year 2 Rate/Day	Year 3 Rate/Day	Year 4 Rate/Day	Year 5 Rate/Day
15A	$13.00	$13.90	$14.90	$15.90	$17.00	$18.20
15B	13.80	14.80	15.80	16.90	18.10	19.40
15C	14.60	15.60	16.70	17.90	19.20	20.50
16	17.80	19.00	20.30	21.70	23.20	24.80
17A	24.40	26.10	27.90	29.90	32.00	34.20
17B	25.60	27.40	29.30	31.40	33.60	36.00
18	34.00	36.40	38.90	41.60	44.50	47.60
18+	36.80	39.30	42.00	44.90	48.00	51.30

Benefit Class	Current Rate/Hr	Year 1 Rate/Hr	Year 2 Rate/Hr	Year 3 Rate/Hr	Year 4 Rate/Hr	Year 5 Rate/Hr
15A	$1.90	$2.00	$2.10	$2.20	$2.40	$2.60
15B	2.05	2.20	2.40	2.60	2.80	3.00
15C	2.20	2.40	2.60	2.80	3.00	3.20
16	2.65	2.80	3.00	3.20	3.40	3.60
17A	3.70	4.00	4.30	4.60	4.90	5.20
17B	3.90	4.20	4.50	4.80	5.10	5.50
18	5.20	5.60	6.00	6.40	6.80	7.30

Section 4. EXCEPTIONS

The terms and requirements of Section 3 of this Appendix K-1 will not be applicable to any Collective Bargaining Agreement expiring between November 8, 2005, and December 31, 2006, if the expiration date of the agreement is prior to January 1, 2006, and the renewal of the agreement is ratified prior to January 1, 2006, provided that the renewal Collective Bargaining Agreement must be received by the Pension Fund prior to July 1, 2006, in order to qualify for the exception described in this sentence.

APPENDIX K-2. MINIMUM EMPLOYER CONTRIBUTION REQUIREMENTS (NOVEMBER 8, 2006 UPDATE)

Section 1. PREAMBLE

This Appendix K-2 is added to the Pension Plan by the Board of Trustees, effective on and after November 8, 2006, in order to enable the Pension Fund to comply with minimum funding standards imposed by federal law. The Pension Fund is required to comply with minimum funding standards established by Section 302 of ERISA, 29 U.S.C. § 1082, and Section 412 of the Internal Revenue Code, 26 U.S.C. § 412. A letter from Internal Revenue Service ("IRS") dated July 13 2005, to Thomas C. Nyhan, Executive Director of the Pension Fund, states in part (emphasis added):

> "This letter constitutes that your request for a 10-year extension for amortizing the unfunded liabilities described in section 412(b)(2)(B) of the Internal Revenue Code ('Code') and section 302(b)(2)(B) of the Employee Retirement Income Security Act of 1974 ('ERISA'), has been approved subject to the following conditions:"
>
> * * * * *
>
> **"... If any one of these conditions is not satisfied, the approval to extend the amortization periods for amortizing the unfunded liabilities would be retroactively null and void."**

The Trustees have received recommendations, information and expert advice that addition of this Appendix K-2 to the Pension Plan will be a reasonable measure to enable the Pension Fund to comply with the required conditions of the above-referenced IRS letter dated July 13, 2005, to prevent a deficiency in the Pension Fund's funding standard account and to comply with minimum funding standards imposed by ERISA and the Internal Revenue Code.

Section 2. DEFINITIONS

The definitions applicable to this Appendix K-2 include all definitions stated in Article I and other provisions of the Pension Plan.

Section 3. MINIMUM EMPLOYER CONTRIBUTION REQUIREMENTS

Every Collective Bargaining Agreement requiring Employer Contributions to the Pension Fund as of January 1, 2007, and scheduled to expire between that date and December 31, 2007, which is renewed for periods beyond its expiration, shall require each Contributing Employer bound by that renewal agreement to make increased Employer Contributions to the Pension Fund at Contribution rates at least equal to the following requirements[*]:

Schedule A (Benefit Class 1-14):

Benefit Class	Current Rate/Wk	Year 1 Rate/Wk	Year 2 Rate/Wk	Year 3 Rate/Wk	Year 4 Rate/Wk	Year 5 Rate/Wk
1	$ 5.00	$ 5.40	$ 5.80	$ 6.30	$ 6.80	$ 7.30
2	7.00	7.60	8.20	8.90	9.60	10.40
2A	9.00	9.70	10.50	11.30	12.20	13.20
3	11.00	11.90	12.90	13.90	15.00	16.20
3A	13.00	14.00	15.10	16.30	17.60	19.00
4	16.00	17.30	18.70	20.20	21.80	23.50
5	18.50	20.00	21.60	23.30	25.20	27.20
6	21.00	22.70	24.50	26.50	28.60	30.90
7	24.00	25.90	28.00	30.20	32.60	35.20
8	27.00	29.20	31.50	34.00	36.70	39.60
9	30.00	32.40	35.00	37.80	40.80	44.10
10	33.00	35.60	38.40	41.50	44.80	48.40
11	37.00	40.00	43.20	46.70	50.40	54.40
12	41.00	44.30	47.80	51.60	55.70	60.20
13	46.00	49.70	53.70	58.00	62.60	67.60
14	51.00	55.10	59.50	64.30	69.40	75.00

[*] As used in the Appendix K-1, “Current” means the final Employer Contribution rate for the highest Benefit Class negotiated in the Collective Bargaining Agreement expiring between January 1, 2007, and December 31, 2007; “Rate/Wk” means Weekly Employer Contribution Rates; “Rate/Day” means Daily Employer Contribution Rates; and “Rate/Hr” means Hourly Employer Contribution Rates.

Schedule B (Benefit Class 1-14)

Benefit Class	Current Rate/Wk	Year 1 Rate/Wk	Year 2 Rate/Wk	Year 3 Rate/Wk	Year 4 Rate/Wk	Year 5 Rate/Wk
1	$ 6.00	$ 6.50	$ 7.00	$ 7.60	$ 8.20	$ 8.90
2	8.00	8.60	9.30	10.00	10.80	11.70
2A	10.00	10.80	11.70	12.60	13.60	14.70
3	12.00	13.00	14.00	15.10	16.30	17.60
3A	15.00	16.20	17.50	18.90	20.40	22.00
4	18.00	19.40	21.00	22.70	24.50	26.50
5	21.00	22.70	24.50	26.50	28.60	30.90
6	24.00	25.90	28.00	30.20	32.60	35.20
7	27.00	29.20	31.50	34.00	36.70	39.60
8	30.00	32.40	35.00	37.80	40.80	44.10
9	33.00	35.60	38.40	41.50	44.80	48.40
10	36.00	38.90	42.00	45.40	49.00	52.90
11	40.00	43.20	46.70	50.40	54.40	58.80
12	44.00	47.50	51.30	55.40	59.80	64.60
13	49.00	52.90	57.10	61.70	66.60	71.90
14	55.00	59.40	64.20	69.30	74.80	80.80

Schedule B (Benefit Class 15[A] through 18+)

Benefit Class	Current Rate/Wk	Year 1 Rate/Wk	Year 2 Rate/Wk	Year 3 Rate/Wk	Year 4 Rate/Wk	Year 5 Rate/Wk
15A	$ 61.00	$ 65.90	$ 71.20	$ 76.90	$ 83.10	$ 89.80
15B	65.00	70.20	75.80	81.90	88.50	95.60
15C	69.00	74.50	80.50	86.90	93.90	101.40
16	85.00	91.80	99.10	107.00	115.60	124.80
17a	118.00	127.40	137.60	148.60	160.50	173.30
17b	124.00	133.90	144.60	156.20	168.70	182.20
18	166.00	179.30	193.60	209.10	225.80	243.90
18+	180.00	193.90	208.90	225.10	242.60	261.50

Benefit Class	Current Rate/Day	Year 1 Rate/Day	Year 2 Rate/Day	Year 3 Rate/Day	Year 4 Rate/Day	Year 5 Rate/Day
15A	$ 13.00	$ 14.00	$ 15.10	$ 16.30	$ 17.60	$ 19.00
15B	13.80	14.90	16.10	17.40	18.80	20.30
15C	14.60	15.80	17.10	18.50	20.00	21.60
16	17.80	19.20	20.70	22.40	24.20	26.10
17a	24.40	26.40	28.50	30.80	33.30	36.00
17b	25.60	27.60	29.80	32.20	34.80	37.60
18	34.00	36.70	39.60	42.80	46.20	49.90
18+	36.80	39.70	42.80	46.10	49.70	53.60

Benefit Class	Current Rate/Hr	Year 1 Rate/Hr	Year 2 Rate/Hr	Year 3 Rate/Hr	Year 4 Rate/Hr	Year 5 Rate/Hr
15A	$ 1.90	$ 2.10	$ 2.30	$ 2.50	$ 2.70	$ 2.90
15B	2.05	2.20	2.40	2.60	2.80	3.00
15C	2.20	2.40	2.60	2.80	3.00	3.20
16	2.65	2.90	3.10	3.30	3.60	3.90
17a	3.70	4.00	4.30	4.60	5.00	5.40
17b	3.90	4.20	4.50	4.90	5.30	5.70
18	5.20	5.60	6.00	6.50	7.00	7.60

APPENDIX L. TRANSFER OF LIABILITIES TO THE UPS TRANSFER PLAN

Section 1. PREAMBLE

This Appendix L is added to the Pension Plan ("this Pension Plan") by the Board of Trustees, effective on and after January 1, 2008, in accordance with certain rights, obligations, terms and provisions in an agreement signed and effective on September 30, 2007, between United Parcel Service, Inc. and the Trustees of the Pension Fund.

Section 2. DEFINITIONS

The definitions applicable to this Appendix L include all definitions stated in Article I and other provisions of this Pension Plan, as heretofore and hereafter amended, and the following:

(a) **"Accrued Benefit Payable at Age 65"** means the Accrued Benefit of a Participant under this Pension Plan, as determined and calculated in accordance with this Pension Plan (as stated on December 26, 2007), both (1) that has been earned as of December 26, 2007 (including post-retirement death benefits payable to a surviving spouse that are part of a survivor annuity form of benefit, pursuant to Section 4.10 of this Pension Plan), and (2) that will be or would have been payable from and/or after the first day of the month following the 65th birthday of a Participant who is a member of the UPS Transfer Group if the Participant as of December 26, 2007, had sustained a Break-in-Service (as defined in Section 1.05[a] of this Pension Plan) and there had been no transfer of liabilities of the Pension Fund to the UPS Transfer Plan pursuant to the UPS-CSPF Agreement.

(b) **"CSPF Participant Not in Pay Status"** means a Participant who both (1) as of January 1, 2008, was not a Pensioner as defined in Section 1.25 of this Pension Plan and (2) as of January 1, 2008, had not submitted to the Pension Fund a valid and bona fide application (that had been received by the Pension Fund before January 1, 2008) to become a Pensioner and to commence to receive retirement benefit payments from the Pension Fund on a date before January 1, 2008.

(c) **"Non-Retired UPS Participant"** means each individual who both (1) as of January 1, 2008, was a CSPF Participant Not in Pay Status and (2) either (A) as of January 1, 2008, was both employed by the UPS Employer and not employed by any other employer that was then a Contributing Employer (as defined in Section 1.07 of this Pension Plan) or (B) as of the last Hour of Service (as defined in Section 1.17 of this Pension Plan) earned by the individual under the Pension Fund prior to January 1, 2008, was employed by the UPS Employer.

(d) **"UPS-CSPF Agreement"** means an agreement which was signed and effective on September 30, 2007, between United Parcel Service, Inc. and the Trustees of the Pension Fund, which agreement is entitled "SPIN-OFF AND WITHDRAWAL LIABILITY AGREEMENT AND RELEASE".

(e) **"UPS Employer"** means a group consisting of United Parcel Service, Inc., and all other trades and businesses under common control with United Parcel Service, Inc. as described in section 4001(b)(1) of the Employee Retirement Income Security Act of 1974, as amended, and each entity that is a member of that group.

(f) **"UPS Transfer Group"** means the Non-Retired UPS Participants, the liabilities for whose rights to benefits from the Pension Fund were, are and will be transferred from the Pension Fund to the UPS Transfer Plan pursuant to the UPS-CSPF Agreement.

(g) **"UPS Transfer Plan"** means the plan or plans maintained by the UPS Employer to which liabilities of the Pension Fund were, are and will be transferred pursuant to the UPS-CSPF Agreement.

Section 3. TRANSFER OF LIABILITIES

(a) The Board of Trustees amends this Pension Plan by the addition of this APPENDIX L, effective on and after January 1, 2008, to effectuate and evidence a complete transfer of liabilities from the Pension Fund to the UPS Transfer Plan on that date to the extent that such transfer of liabilities is contemplated by and in accordance with the UPS-CSPF Agreement.

(b) Effective on and after January 1, 2008, all liabilities of the Pension Fund for any and all benefits that the Pension Fund would have paid at any time on and after January 1, 2008, to any Participants who are members of the UPS Transfer Group and to any other individuals to the extent that their benefits from the Pension Fund would have been based upon Service Credit (as defined in this Pension Plan) of Participants who are members of the UPS Transfer Group, including retirement, survivor, death, disability and all other benefits of any kind, are transferred from the Pension Fund to the UPS Transfer Plan, except:

(1) relative to every Participant who is a member of the UPS Transfer Group and is alive on the Participant's 65th birthday that is on a date after January 1, 2008, whether or not the Participant is employed on that 65th birthday and whether or not the Participant has retired as of that 65th birthday, the Pension Fund will be responsible to pay the Accrued Benefit Payable at Age 65 to that Participant beginning on the first day of the next month after that 65th birthday, provided that:

(A) the amount of the monthly benefits payable by the Pension Fund will be calculated on the basis of a Retirement Date on the Participant's 65th birthday, provided that there will be no reduction if the Participant actually retired and began to receive a retirement pension from the UPS Transfer Plan prior to that date, and provided further that such amount will be no greater than the amount of

monthly benefits being paid by the UPS Transfer Plan as of the date on which benefits are first payable by the Pension Fund pursuant to this subsection (b); and

(B) if the Participant is married on a retirement date prior to the Participant's 65th birthday and is receiving a retirement pension from the UPS Transfer Plan as of that 65th birthday, the Participant's binding and effective election to receive or waive a qualified post-retirement joint and survivor annuity ("JSO benefit") from the UPS Transfer Plan will be irrevocable and will be binding upon the Pension Fund, the Participant and the Participant's spouse on and after the Participant's 65th birthday, and the monthly benefits payable by the Pension Fund, if the Participant's election was to receive a JSO benefit from the UPS Transfer Plan, will be in the form of a JSO benefit payable pursuant to Section 4.10 of this Pension Plan, reduced by adjustment factors for that benefit as stated in this Pension Plan, provided further that only the individual who was the Participant's spouse on the date on which distribution of a retirement pension from the UPS Transfer Plan to the Participant commenced will be considered by the Pension Fund to be the Participant's spouse for JSO benefit purposes (and only that individual will be eligible to receive a JSO benefit, calculated according to this Pension Plan, if that individual survives the retired Participant); and

(C) if, on the Participant's retirement date prior to the Participant's 65th birthday, either the Participant is not married or the Participant is married and makes a binding and effective election to waive the JSO benefit from the UPS Transfer Plan with consent by the Participant's spouse, and the Participant is receiving a retirement pension from the UPS Transfer Plan on that 65th birthday, the monthly benefits payable by the Pension Fund will be continued for the lifetime of the Participant and there will be no JSO benefit payable by the Pension Fund; and

(2) relative to every Participant who is a member of the UPS Transfer Group and who dies on a date that is after January 1, 2008, and prior to the date that would have been the Participant's 65th birthday, if the Participant was married on a retirement date prior to the Participant's 65th birthday and elected to receive a qualified post-retirement joint and survivor annuity ("JSO benefit") from the UPS Transfer Plan, and if the Participant's surviving spouse

(determined as of the date on which distribution of a retirement pension from the UPS Transfer Plan commenced) is receiving monthly JSO benefits from the UPS Transfer Plan that commenced after the Participant's death and are still being paid on the date that would have been the Participant's 65^{th} birthday, the Pension Fund will be responsible to pay the surviving spouse's share of the Participant's Accrued Benefit Payable at Age 65 to that surviving spouse beginning on the first day of the next month after what would have been the Participant's 65th birthday, calculated in the form of a JSO benefit payable pursuant to Section 4.10 of this Pension Plan, reduced by adjustment factors for that benefit as stated in this Pension Plan, provided that there will be no reduction based upon the Participant's earlier retirement age and receipt of a retirement pension from the UPS Transfer Plan prior to the Participant's 65^{th} birthday, and further provided that such amount will be no greater than the amount of monthly benefits being paid by the UPS Transfer Plan as of the date on which benefits are first payable by the Pension Fund pursuant to this subsection (b).

Relative to every Participant who is a member of the UPS Transfer Group and who dies on a date that is after January 1, 2008, and prior to the date that would have been the Participant's 65^{th} birthday, if the Participant never retired and never began to receive a retirement pension from the UPS Transfer Plan before his death, the Pension Fund will not be responsible to pay any benefits to the Participant's surviving spouse or to any other individual as a result of the death of the Participant.

(c) Effective on and after January 1, 2008, all liabilities of the Pension Fund for all benefit rights of Non-Retired UPS Participants (whether payable before or after age 65), payable at any time on and after January 1, 2008, to the extent those liabilities are based upon the National Reciprocal Agreement for Teamster Pension Funds, are transferred from the Pension Fund to the UPS Transfer Plan.

(d) No assets will be transferred from the Pension Fund to the UPS Transfer Plan. All liabilities transferred from the Pension Fund to the UPS Transfer Plan pursuant to the UPS-CSPF Agreement will immediately cease to be liabilities of the Pension Fund and will be immediately assumed by the UPS Transfer Plan. The Pension Fund will have no responsibility for payment of any liabilities transferred from the Pension Fund to the UPS Transfer Plan pursuant to the UPS-CSPF Agreement.

APPENDIX M-1. REHABILITATION PLAN

Section 1. PREAMBLE AND DEFINITIONS.

This Appendix M-1 is added to the Pension Plan effective on and after March 26, 2008 in order to comply with the requirements of the Pension Protection Act of 2006 ("PPA"). The Central States, Southeast and Southwest Areas Pension Fund (the "Fund") was certified on March 24, 2008 by its actuary to be in "critical status" (sometimes referred to as the "red zone") under the PPA. The Fund's Board of Trustees, as the plan sponsor of a "critical status" pension plan, is charged under the PPA with developing a "rehabilitation plan" designed to improve the financial condition of the Fund in accordance with the standards set forth in the PPA. That is the purpose of this Rehabilitation Plan.

Under the PPA, a rehabilitation plan must include one or more schedules showing revised benefit structures, revised contributions, or both, which, if adopted by the parties obligated under agreements participating in the pension plan, may reasonably be expected to enable the Fund to emerge from critical status in accordance with the rehabilitation plan. The PPA also provides that one of the rehabilitation plan schedules of benefits and contributions shall be designated the "default" schedule. The default schedule must assume that there are no increases in contributions under the plan other than the increases necessary to emerge from critical status after future benefit accruals and other benefits have been reduced to the maximum extent permitted by law. The PPA also creates certain categories of "adjustable benefits" which may be reduced or eliminated dependent upon the outcome of bargaining over the rehabilitation plan schedules and dependent on the exercise of certain flexibility and discretion conferred upon the Board of Trustees by the PPA. Adjustable benefits that may be affected in this manner include post-retirement death benefits, early retirement benefits or retirement-type subsidies, and generally any benefit that would be payable prior to normal retirement age (age 65 benefits under the Fund's Plan Document – or, as discussed below, a Contribution Based Benefit actuarially reduced to be equivalent to an age 65 benefit).

Unless otherwise indicated, all capitalized terms herein shall have the definitions and meanings assigned to them in the Fund's Pension Plan Document.

Section 2. SCHEDULES OF CONTRIBUTIONS AND BENEFITS.

With the PPA requirements outlined above in mind, the Fund's Board of Trustees hereby provides the following PPA Schedules to the parties charged with bargaining over agreements requiring contributions to the Fund.

A. PRIMARY SCHEDULE (PRESERVES ALL CURRENT BENEFITS).

1. Benefits

With regard to Bargaining Units (and any non-Bargaining Unit employee groups participating in the Fund) whose Contributing Employers are in compliance with this Primary Schedule, there will be no change in benefit formulas, levels or payment options in effect on January 1, 2008.

However, subject to the notice requirements of the PPA and other applicable law, any Bargaining Units (and any non-Bargaining Unit employee groups participating in the Fund) whose Contributing Employers incur a Rehabilitation Plan Withdrawal on or after March 26, 2008 shall have their Adjustable Benefits listed in Section 2(F) below eliminated or reduced to the extent indicated in Subsection B(1) below.

2. Contributions

Compliance with the Primary Schedule requires annually compounded contribution rate increases effective immediately after the expiration of the Collective Bargaining Agreement (or other agreement requiring contributions to the Fund) and each agreement anniversary date (or reallocation anniversary, where applicable) during the term of the new bargaining agreement to the extent indicated below, depending on the year that the new agreement is effective (as shown below). Note that all contribution rate increases are annually compounded on the total contribution rate (including any reallocations of employee benefit contributions or agreed mid-contract contribution increases) immediately prior to the increase.

- Pre-2006 agreements: 7% per year (beginning with 2006 agreement anniversary or reallocation dates)
- 2006 agreements: 7% per year
- 2007 agreements: 8% per year
- 2008 agreements: 8% per year
- 2009 agreements: 8% per year

The required annual rate increase may be provided through annual allocations to pension contributions of general and aggregate employee benefit contribution increases that were negotiated at the outset of an agreement, but were not specifically allocated to pension contributions until subsequent contract years. The Primary Schedule requires 8% per year contribution rate increases for the first 5 years, 6% per year contribution rate increases for the next 3 years and 4% per year contribution rate increases each year thereafter for 2008 agreements under the Primary Schedule and comparable rate increases over time for all other agreements under the Primary Schedule (*see* Exhibit A).

B. DEFAULT SCHEDULE.

1. Benefits

With regard to Bargaining Units (and any non- Bargaining Unit employee groups participating in the Fund) whose Contributing Employers agree to comply with this Default Schedule [or who become subject to the Default Schedule due to a failure to achieve an agreement to accept one of the Rehabilitation Plan Schedules within the time frame specified under ERISA § 305(e)(3)(C)], the benefit formulas, levels, and payment options in effect on January 1, 2008 will remain in effect except for the following, upon the effective date that the Default Schedule applies to the Bargaining Unit (or to any non-Bargaining Unit employee groups participating in the Fund):

- Adjustable Benefits listed in Section 2(F) below are eliminated or reduced to the maximum extent permitted by law, but the future benefit accrual rate of 1% of contributions (the Contribution-Based Pension) remains in effect, with the modification that the Contribution Based Pension monthly benefit payable at age 65 is reduced by ½% per month for each month prior to age 65 at the time of retirement, with a minimum retirement age of 57.

2. Contributions

Compliance with the Default Schedule consists of annually compounded contribution rate increases of 4% effective immediately after the expiration of the Collective Bargaining Agreement (or other agreement requiring contributions to the Fund) and each anniversary thereof during the term of the agreement.

3. Effect of agreement to or imposition of Default Schedule.

(i) If a Contributing Employer agrees to the Default Schedule with respect to a particular Bargaining Unit, the Fund will not accept any subsequent Collective Bargaining Agreements covering that Bargaining Unit which are compliant with the Primary Schedule, except as determined by the Board of Trustees in their sole discretion.

(ii) If a Contributing Employer becomes subject to the Default Schedule by operation of ERISA Section 305(e)(3)(C), because the bargaining parties have failed to adopt either of the Schedules compliant with this Rehabilitation Plan within 180 days of the expiration of their prior Collective Bargaining Agreement, the Fund will then accept a Collective Bargaining Agreement that is compliant with the Primary Schedule described in this Rehabilitation Plan, provided that such new Collective Bargaining Agreement provides for Primary Schedule contribution rates that are retroactive to the expiration date of the last Collective Bargaining Agreement that covered the affected Bargaining Unit.

C. ADJUSTMENT OF BENEFITS OF CERTAIN PARTICIPANTS WHO HAVE EARNED CONTRIBUTORY SERVICE WITH AN EMPLOYER INCURRING A REHABILITATION PLAN WITHDRAWAL.

Subject to the provisos indicated in the final clauses of this Subsection C, effective March 26, 2008, all Adjustable Benefits (listed below in Section 2(F)) shall be eliminated or reduced (to the same extent indicated in Subsection B(1) above) with respect to Participants whose benefit commencement date [within the meaning of ERISA § 305(i)(10)] with the Fund is on or after April 8, 2008, and:

(1) whose last Hour of Service prior to January 1, 2008 was earned while employed by United Parcel Service, Inc. ("UPS"), or with any trades or businesses at any time under common control with UPS, within the meaning of ERISA § 4001(b)(1); *or*

(2) who *(i)* has earned or earns an Hour of Service while employed with a Contributing Employer (or any predecessor or successor entity) that at any time on or after March 26, 2008 incurs a Rehabilitation Plan Withdrawal (*see* Section 2(G) below), and *(ii)* whose *last* year of Contributory Service Credit *prior* to the Rehabilitation Plan Withdrawal was earned while a member of a Bargaining Unit (or any predecessor or successor Bargaining Unit) ultimately incurring such Withdrawal.

Provided, however, that any Pensioner otherwise subject to the elimination of Adjustable Benefits, due to a Rehabilitation Plan Withdrawal pursuant Subsection C(2) above, who has a benefit commencement date [within the meaning of ERISA § 305(i)(10)] one year or more prior to the earlier of: (i) the date of such Rehabilitation Plan Withdrawal or (ii) the date of the expiration of the last Collective Bargaining Agreement requiring Employer Contributions under the Primary Schedule prior to such Withdrawal, shall not be subject to the elimination of Adjustable Benefits provided that the Pensioner does not engage in Restricted Reemployment at any time subsequent to the benefit commencement date.

And provided further that the spouse of any Participant otherwise subject to the elimination of Adjustable Benefits, due to a Rehabilitation Plan Withdrawal pursuant to Subsection C(2) above, shall not incur a loss of Adjustable Benefits with respect to any Surviving Spouse Benefits for which such spouse has a benefit commencement date [within the meaning of ERISA Section 305(i)(10)] prior to the date of the Rehabilitation Plan Withdrawal.

D. ADJUSTMENT OF BENEFITS OF CERTAIN PARTICIPANTS WHO HAVE EARNED CONTRIBUTORY SERVICE WITH AN EMPLOYER WHO BECOMES SUBJECT TO THE DEFAULT SCHEDULE.

Subject to the provisos indicated in the final clauses of this Subsection D, effective March 26, 2008, all Adjustable Benefits (listed below in Section 2(F)) shall be eliminated or reduced (to the same extent indicated in Subsection B(1) above) with respect to any Participants whose benefit commencement date [within the meaning of ERISA § 305(i)(10)] is on or after April 8, 2008, and:

(1) who have earned any Contributory Service Credit with a Contributing Employer (or any predecessor or successor entity) that at any time

becomes subject (by agreement or otherwise) to the Default Schedule described herein; and

(2) whose *last* year of Contributory Service Credit *prior* to the Employer's becoming subject to the Default Schedule was earned while a member of a Bargaining Unit (or any predecessor or successor Bargaining Unit) that ultimately became subject to the Default Schedule.

Provided, however, that any Pensioner otherwise subject to the elimination of Adjustable Benefits, due to his Contributing Employer becoming subject to the Default Schedule pursuant to this Subsection D, who has a benefit commencement date [within the meaning of ERISA § 305(i)(10)] one year or more prior to the Contributing Employer becoming subject to the Default Schedule, shall not be subject to the elimination of Adjustable Benefits provided that the Pensioner does not engage in Restricted Reemployment at any time subsequent to the benefit commencement date.

And provided further that the spouse of any Participant otherwise subject to the elimination of Adjustable Benefits, due to his Contributing Employer becoming subject to the Default Schedule pursuant this Subsection D, shall not incur a loss of Adjustable Benefits with respect to any Surviving Spouse Benefits for which such spouse has a benefit commencement date [within the meaning of ERISA Section 305(i)(10)] prior to the date on which the Contributing Employer became subject to the Default Schedule.

E. RESTORATION OF ADJUSTED BENEFITS.

Any Participant who incurs a benefit adjustment or elimination under the terms of Sections 2(A), 2(B), 2(C) or 2(D) above may have those affected benefits restored if, subsequent to the event causing the benefit adjustment, the Participant:

(1) in the case of benefit adjustment caused by a Rehabilitation Plan Withdrawal (*see* Section 2(G) below), permanently ceases all employment with, and performance of services in any capacity for, the Contributing Employer (and any successors or trades or businesses under common control with such Employer within the meaning of ERISA § 4001(b)(1)) within 60 days of the occurrence of such Rehabilitation Plan Withdrawal; and

(2) in any case, subsequently earns one year of Contributory Service Credit with a Contributing Employer while that Employer is in compliance with the Primary Schedule described herein.

F. ADJUSTABLE BENEFITS.

As used herein, Adjustable Benefits shall mean and include:

(1) Any right to receive a Retirement Pension Benefit (Pension Plan, Article IV) prior to age 65 [including without limitation any pre-age 65 benefits that would otherwise be payable as *(i)* a Twenty Year Service Pension (Pension Plan § 4.01); *(ii)* a Contributory Credit Pension (Pension Plan § 4.04); *(iii)* a Vested Pension (Pension Plan § 4.07); (i*v*) a Deferred Pension (Pension Plan § 4.08); or *(v)* a Twenty-Year Deferred Pension (Pension Plan § 4.09)].

(2) Early retirement benefit or retirement-type subsidies [including without limitation *(i)* an Early Retirement Pension (Pension Plan Section 4.02); (*ii)* a 25-And-Out Pension (Pension Plan Section 4.05); or a 30-And-Out Pension (Pension Plan Section 4.06)].

(3) All Disability Benefits not yet in pay status (Pension Plan, Article V).

(4) Before Retirement Death Benefits (Pension Plan, Article VI) other than the 50% surviving spouse benefit.

(5) Post-retirement death benefits that are not part of the annuity form of payment.

(6) All Partial Pensions (Pension Plan, Appendix D), to the extent any such pension is tied to one or more of the Adjustable Benefits listed above.

(7) All Contribution-Based Pensions (Pension Plan § 4.03) except that, assuming the Participant meets all other requirements for receiving a Contribution-Based Pension, the Contribution-Based Pension is payable at age 65 reduced by ½% per month for each month prior to age 65 at the time of retirement with a minimum retirement age of 57. Such minimum retirement age shall not apply if the Participant retired prior to age 57 before the Participant's Adjustable Benefits were eliminated or reduced. In such circumstance, the Participant shall be entitled to receive the Contribution-Based Pension reduced by ½% per month for each month prior to age 65 at the time of retirement.

(8) To the extent not already included in paragraphs (1) – (7) above, the following categories of benefits listed and defined as "adjustable benefits" under ERISA § 305(e)(8)(iv):

(i) benefits, rights, and features under the plan, including post-retirement death benefits, 60-month guarantees, disability benefits not yet in pay status, and similar benefits,

(ii) any early retirement benefit or retirement-type subsidy (within the meaning of ERISA section 204(g)(2)(A)) and any benefit payment option (other than the qualified joint and survivor annuity), and

(iii) benefit increases that would not be eligible for a guarantee under ERISA Section 4022A on the first day of the Fund's initial critical

year under the PPA because the increases were adopted (or, if later, took effect) less than 60 months before such first day.

Provided, however, that except as provided in subparagraph (8)(iii) above, nothing in this paragraph shall be construed to reduce the level of a Participant's accrued benefit payable at normal retirement.

G. REHABILITATION PLAN WITHDRAWAL.

Subject to the discretionary authority of the Board of Trustees indicated in the final clause of this Section 2(G), a "Rehabilitation Plan Withdrawal" occurs on the date a Contributing Employer is no longer required to make Employer Contributions to the Pension Fund under one or more of its Collective Bargaining Agreements as a result of actions by members of a Bargaining Unit (or its representatives) or the Contributing Employer, which actions include, but are not limited to the following:

(1) decertification or other removal of the Union as a bargaining agent;

(2) ratification or other acceptance of a Collective Bargaining Agreement which permits withdrawal of the Bargaining Unit, in whole or in part, from the Pension Plan;

(3) administrative termination of the Contributing Employer with respect to any or all of its Collective Bargaining Agreements due to: (i) a violation of the Fund's rules with respect to the terms of a Collective Bargaining Agreement [including, without limitation, a provision providing for a split bargaining unit]; or (ii) a violation of any other Fund rule or policy [including, without limitation, practices or arrangements that result in adverse selection];

(4) any transaction or other event [including without limitation, a merger, consolidation, division, asset sale (other than an asset sale complying with ERISA § 4204), liquidation, dissolution, joint venture, outsourcing, subcontracting] whereby all or a portion of the operations for which the Contributing Employer has an obligation to contribute are continued (whether by the Contributing Employer or by another party) in whole or in part without maintaining the obligation to contribute to the Fund under the same or better terms (including, for example, as to number of participants and contribution rate) as existed before the transaction.

Provided, however, that with respect to the circumstances described in Subparas. (3)(ii) or (4) above, the Board of Trustees shall have full discretionary authority to consider, weigh and balance the following factors in determining whether a Rehabilitation Plan Withdrawal has occurred:

(i) the extent to which the affected Bargaining Unit or its bargaining representative participated in or controlled, or could have controlled or prevented, through bargaining, grievance procedures, NLRB proceedings, litigation or other means, the cessation of Employer Contributions;

(ii) the extent to which the affected Bargaining Unit benefited, directly or indirectly, from the cessation of Employer Contributions;

(iii) the extent to which the affected Bargaining Unit, or its bargaining representative, resisted or attempted to resist, or acquiesced in, the cessation of Employer Contributions;

(iv) the extent to which the affected Bargaining Unit, or any of its members, become engaged as employees or independent contractors in the service of operations that were or are in whole or in part a successor of the operations of the Contributing Employer who incurred the cessation of Employer Contributions; and

(v) the extent of the hardship that might be incurred by members of the affected Bargaining Unit by the elimination of Adjustable Benefits.

Section 3. REHABILITATION PLAN STANDARDS AND OBJECTIVES.

The Schedules of Contributions and Benefits discussed above have been formulated by the Fund's Board of Trustees as reasonable measures which, under reasonable actuarial assumptions, are designed and projected to --

- Meet the increasingly stringent requirements of the amortization extension granted to the Fund by the Internal Revenue Service (IRS) in July 2005. The requirements include a–funded ratio and a required minimum credit balance requirement (*see* attached Exhibit B) (pertinent portions of IRS amortization extension).

- Enable the Fund to emerge from critical status in approximately the year 2028.

The annual standards for meeting the requirements of the Rehabilitation Plan are as follows:

- The annual actuarial valuation for the Fund shows that, as of the valuation date, the Fund satisfies the annual funding ratio and required credit balance conditions contained in the IRS amortization extension approval letter.

- Actuarial projections updated for each year show, based on reasonable assumptions, that under the Rehabilitation Plan and its schedules (as amended and updated from time to time) the Fund will continue to satisfy the increasingly more stringent IRS amortization extension requirements.

- Actuarial projections updated for each year show, based on reasonable assumptions, that under the Rehabilitation Plan and its schedules (or as amended from time to time) the Fund is expected to emerge from Critical Status. The Board of Trustees recognize that actual experience may differ from their reasonable assumptions, and therefore the exact year of emergence may be difficult to predict.

Section 4. ALTERNATIVES CONSIDERED BY THE TRUSTEES.

The Board of Trustees considered numerous alternatives (including combinations of contribution rate increases and benefit adjustments) that would satisfy the amortization extension conditions and might enable the Fund to emerge from Critical Status either by the end of ten year PPA Rehabilitation Period (which begins on January 1, 2011 and

ends on December 31, 2020). Some of the alternatives considered were determined to be unreasonable measures. The various default and alternative schedules considered included the following:

Schedules considered by the Board of Trustees to emerge by the end of the Rehabilitation Period on December 31, 2020

Schedule	Benefit Reductions	Contribution Rate Increases
Default	Immediate maximum Critical Status benefit cuts for all participants to the extent permitted by law	15% per year until emergence in 2021 (plus an additional 1.6% annual increase for Benefit Classes 14 and below)
Alternative 1	Maintain current benefits	17% per year until emergence in 2021
Alternative 2	On the second anniversary of the new bargaining agreement, reduce the future benefit accrual rate from 1% of contributions payable at age 62 to 1% of contributions at payable at age 65	16% per year until emergence in 2021

The Board of Trustees concluded that utilizing any and all *possible* measures to emerge from Critical Status by the end of the 10-year presumptive Rehabilitation Period described in ERISA section 305(e)(4) would be unreasonable and would involve considerable risk to the Fund and Fund participants. In particular, the Board of Trustees concluded that the continued existence of the Fund and the Trustees' ability to maintain and improve the Fund's funded status in accordance with the terms of the IRS approved amortization extension would be jeopardized by any attempt to emerge from critical status by the end of the presumptive 10-year Rehabilitation Period.

As shown above, emergence by the end of the presumptive 10 year Rehabilitation Period could require double-digit annual contribution rate increases. For example, the daily contribution rate would generally have to grow from $52 to over $300. Therefore, the Trustees concluded that annual contribution rate increases above the 8%/6%/4% level in the Primary Schedule were not reasonable and could trigger mass withdrawals and significant losses to the Fund and the participants.

In the last several years, the Trustees have implemented numerous measures to improve the Fund's funding. These have included:

- Reducing the benefit accrual rate from 2% of contributions to 1% of contributions;
- Protecting the "and-out" and early retirement benefits while freezing them at their year-end 2003 levels;
- Obtaining agreements from the major bargaining parties to reallocate about $400 million per year of benefit contributions to the Pension Fund;
- Obtaining the amortization extension with its IRS-imposed conditions; and

- Requiring as a condition of continued participation in the Fund that new bargaining agreements in the last several years include significant annual contribution rate increases.

The Board of Trustees determined that mandating additional significant benefit cuts, or mandating contribution rate increases at levels beyond those required in recent years, would substantially accelerate the rate at which employers would withdraw from the Fund, in large part because the Union could conclude that it would be in its members' best interest to agree to withdrawals.

EXHIBIT A

Primary Schedule: Contribution Rate Increases By Bargaining Agreement Year
(all rate increases are to be compounded annually)

Calendar Year of Contribution Rate Increase	Year of New Bargaining Agreement			
	2006	2007	2008	2009
2006	7%			
2007	7%	8%		
2008	7%	8%	8%	
2009	7%	8%	8%	8%
2010	7%	8%	8%	8%
2011	6%	8%	8%	8%
2012	5%	6%	8%	8%
2013	4%	4%	6%	8%
2014	4%	4%	6%	8%
2015	4%	4%	6%	8%
2016	4%	4%	4%	6%
2017	4%	4%	4%	4%
2018	4%	4%	4%	4%
2019	4%	4%	4%	4%
2020	4%	4%	4%	4%
2021	4%	4%	4%	4%
2022	4%	4%	4%	4%
2023	4%	4%	4%	4%
2024	4%	4%	4%	4%
2025	4%	4%	4%	4%
2026	4%	4%	4%	4%
2027	4%	4%	4%	4%

EXHIBIT B

Significant Index No. 0412.00-00

200620024

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

FEB 22 2006

SE:T:EP:RA:T:A2

In re:

Fund =

Industry =

This letter constitutes notice that your request for a 10-year extension for amortizing the unfunded liabilities described in section 412(b)(2)(B) of the Internal Revenue Code ("Code") and section 302(b)(2)(B) of the Employee Retirement Income Security Act of 1974 ("ERISA"), has been approved subject to the following conditions:

(1) A credit balance is maintained such that the credit balance is at least as large as the accumulation (at the plan's valuation rate) of the amortized (at the Plan's valuation rate over a period of 15 years) differences between the amortization payments of the extended bases (amortized at the section 6621(b) rate) and the amortization payments of such bases had such bases been extended and amortized at the Plan's valuation rate;

(2) The Plan's funded ratio, calculated by dividing the market value of Plan assets as of the Plan's valuation date by the Plan's actuarial accrued liability (computed using the unit credit method and the Plan assumptions as of January 1, 2004), is:

(a) no less than 59% for each valuation date from January 1, 2005, through January 1, 2011, inclusive;
(b) no less than 60% as of January 1, 2012 and as of January 1, 2013;
(c) no less than 61% as of January 1, 2014, and as of January 1, 2015;
(d) no less than 62% as of January 1, 2016;

(e) for each valuation date subsequent to January 1, 2016, no less than 1% greater than the floor funded ratio as of the previous valuation date. (For example, because the floor funded ratio as of January 1, 2016, is 62%, the funded ratio must be at least 63% as of January 1, 2017, and 64% as of January 1, 2018); and

(3) For each plan year that the extension remains in effect, starting with the plan year beginning January 1, 2004, a copy of the actuarial valuation report for each plan year will be provided to this office by September 15 of the following calendar year at the address below:

Your authorized representative agreed to these conditions in a letter dated July 13, 2005. If any one of these conditions is not satisfied, the approval to extend the amortization periods for amortizing the unfunded liabilities would be retroactively null and void. However, the Service will consider modifications of these conditions especially in the event that unforeseen circumstances beyond the control of the Fund cause the actual experience of the Plan to fail the funded ratio condition. An example of such an unforeseen circumstance would include a market fluctuation affecting the value of the Plan's assets. Of course, any request for a modification is considered another ruling request and would be subject to an additional user fee.

The extensions of the amortization periods of the unfunded liabilities of the Plan have been granted in accordance with section 412(e) of the Code and section 304(a) of ERISA. Section 412(e) of the Code and section 304(a) of ERISA authorize the Secretary to extend the period of time required to amortize any unfunded liability (described in section 412(b)(2)(B) of the Code and section 302(b)(2)(B) of ERISA) of a plan for a period of time (not in excess of 10 years) if the Secretary determines that such extension would carry out the purposes of ERISA and would provide adequate protection for participants under the plan and their beneficiaries and if the Secretary determines that the failure to permit such extension would (1) result in (A) a substantial risk to the voluntary continuation of the plan, or (B) a substantial curtailment of pension benefit levels or employee compensation, and (2) be adverse to the interests of plan participants in the aggregate.

APPENDIX M-2. REHABILITATION PLAN (INCLUDING 2010 UPDATE)

Section 1. PREAMBLE AND DEFINITIONS.

An amended Appendix M was added to the Pension Plan effective on and after December 31, 2010 in order to update the Rehabilitation Plan in compliance with the requirements of the Pension Protection Act of 2006 ("PPA"). This Appendix M-2 is added to the Pension Plan in order to incorporate effective as of May 17, 2011, the Distressed Employer Schedule provisions (Section 2(C) and 2(F) below) into the Rehabilitation Plan.

The Central States, Southeast and Southwest Areas Pension Fund (the "Fund") was initially certified on March 24, 2008 by its actuary to be in "critical status" (sometimes referred to as the "red zone") under the PPA; the Fund's actuary has also certified the Fund to be in critical status for the 2009 and 2010 plan years. The Fund's Board of Trustees, as the plan sponsor of a "critical status" pension plan, is charged under the PPA with developing a "rehabilitation plan" designed to improve the financial condition of the Fund in accordance with the standards set forth in the PPA, and with annually updating the rehabilitation plan. Although for plan year 2009 the Fund was exempt from the update requirement, pursuant to an election under the Worker Retiree and Employer Recovery Act of 2008, for plan year 2010 the PPA provisions concerning the rehabilitation plan update process are applicable to the Fund. The purpose of this updated Rehabilitation Plan is to comply with those PPA provisions.

Under the PPA, a rehabilitation plan, including annual updates to the plan, must include one or more schedules showing revised benefit structures, revised contributions, or both, which, if adopted by the parties obligated under agreements participating in the pension plan, may reasonably be expected to enable the Fund to emerge from critical status in accordance with the rehabilitation plan. The PPA also provides that one of the rehabilitation plan schedules of benefits and contributions shall be designated the "default" schedule. The default schedule must assume that there are no increases in contributions under the plan other than the increases necessary to emerge from critical status after future benefit accruals and other benefits have been reduced to the maximum extent permitted by law. The PPA also creates certain categories of "adjustable benefits" which may be reduced or eliminated dependent upon the outcome of bargaining over the rehabilitation plan schedules and dependent on the exercise of certain flexibility and discretion conferred upon the Board of Trustees by the PPA. Adjustable benefits that may be affected in this manner include post-retirement death benefits, early retirement benefits or retirement-type subsidies, and generally any benefit that would be payable prior to normal retirement age (age 65 benefits under the Fund's Plan Document – or, as discussed below, a Contribution Based Benefit actuarially reduced to be equivalent to an age 65 benefit). As noted, the PPA also requires annual updates of the rehabilitation plan.

Unless otherwise indicated, all capitalized terms herein shall have the definitions and meanings assigned to them in the Fund's Pension Plan Document.

Section 2. SCHEDULES OF CONTRIBUTIONS AND BENEFITS.

With the PPA requirements outlined above in mind, the Fund's Board of Trustees hereby provides the following PPA Schedules to the parties charged with bargaining over agreements requiring contributions to the Fund.

A. PRIMARY SCHEDULE (EXCEPT AS NOTED, PRESERVES ALL CURRENT BENEFITS).

1. Benefits

With regard to Bargaining Units (and any non-Bargaining Unit employee groups participating in the Fund) whose Contributing Employers are in compliance with this Primary Schedule, there will be no change in benefit formulas, levels or payment options in effect on January 1, 2008, *except that* as provided in Section 2(J) below, Participants who (i) have not submitted a retirement application on or before July 1, 2011 and (ii) do not have a benefit commencement date [within the meaning of ERISA § 305(i)(10)] on or before July 1, 2011, will not be granted a Retirement Date prior to their 57th birthday and will not be eligible to receive retirement benefit payments of any type until after achieving age 57.

Further, subject to the notice requirements of the PPA and other applicable law, any Bargaining Units (and any non-Bargaining Unit employee groups participating in the Fund) whose Contributing Employers incur a Rehabilitation Plan Withdrawal on or after March 26, 2008 shall have their Adjustable Benefits listed in Section H below eliminated or reduced to the extent indicated in Subsection B(1) below.

2. Contributions

Compliance with the Primary Schedule requires annually compounded contribution rate increases in accordance with Exhibit A effective immediately after the expiration of the Collective Bargaining Agreement (or other agreement requiring contributions to the Fund) and each agreement anniversary date (or reallocation anniversary, where applicable) during the term of the new bargaining agreement to the extent indicated in Exhibit A, depending on the year that the new agreement is effective. Note that all contribution rate increases are annually compounded on the total contribution rate (including any reallocations of employee benefit contributions or agreed mid-contract contribution increases) immediately prior to the increase.

The required annual rate increase may be provided through annual allocations to pension contributions of general and aggregate employee benefit contribution increases that were negotiated at the outset of an agreement, but were not specifically allocated to pension contributions until subsequent contract years. The Primary Schedule requires 8% per year contribution rate increases for the first 5 years, 6% per year contribution rate increases for the next 3 years and 4% per year contribution rate increases each year thereafter for 2008 agreements under the Primary Schedule and comparable rate increases over time for all other agreements under the Primary Schedule (*see* Exhibit A).

Provided, however, that absent further amendment to this rehabilitation plan, as of June 1, 2011, any Collective Bargaining Agreement requiring contributions of (1) $348 per week for each full-time employee with respect to Participants covered by the National Master Automobile Transporter Agreement, and (2) $342 per week for each full-time employee with respect to all other Participants, will be deemed to be in compliance with the Primary Schedule *without* the need for additional annual rate increases.

B. DEFAULT SCHEDULE.

1. Benefits

With regard to Bargaining Units (and any non- Bargaining Unit employee groups participating in the Fund) whose Contributing Employers agree to comply with this Default Schedule [or who become subject to the Default Schedule due to a failure to achieve an agreement to accept one of the Rehabilitation Plan Schedules within the time frame specified under ERISA § 305(e)(3)(C)], the benefit formulas, levels, and payment options in effect on January 1, 2008 will remain in effect except for the following, upon the effective date that the Default Schedule applies to the Bargaining Unit (or to any non-Bargaining Unit employee groups participating in the Fund):

- Adjustable Benefits listed in Section 2(H) below are eliminated or reduced to the maximum extent permitted by law, but the future benefit accrual rate of 1% of contributions (the Contribution-Based Pension) remains in effect, with the modification that the Contribution Based Pension monthly benefit payable at age 65 is reduced by ½% per month for each month prior to age 65 with a minimum retirement age of 57, *except that,* for Participants who (i) have not submitted a retirement application on or before July 1, 2011 and (ii) do not have a benefit commencement date [within the meaning of ERISA § 305(i)(10)] on or before July 1, 2011, the Contribution Based Pension monthly benefit payable at age 65 shall be reduced to an actuarially equivalent benefit in accordance with the Schedule attached as Exhibit B with a minimum retirement age of 57.

2. Contributions

Compliance with the Default Schedule consists of annually compounded contribution rate increases of 4% effective immediately after the expiration of the Collective Bargaining Agreement (or other agreement requiring contributions to the Fund) and each anniversary thereof during the term of the agreement.

3. Effect of agreement to or imposition of Default Schedule.

(i) If a Contributing Employer agrees to the Default Schedule with respect to a particular Bargaining Unit, the Fund will not accept any subsequent Collective Bargaining Agreements covering that Bargaining Unit which are compliant with the Primary Schedule, except as determined by the Board of Trustees in their sole discretion.

(ii) If a Contributing Employer becomes subject to the Default Schedule by operation of ERISA Section 305(e)(3)(C), because the bargaining parties have failed to adopt either of the Schedules compliant with this Rehabilitation Plan within 180 days of the expiration of their prior Collective Bargaining Agreement, the Fund will then accept a Collective Bargaining Agreement that is compliant with the Primary Schedule described in this Rehabilitation Plan, provided that such new Collective Bargaining Agreement provides for Primary Schedule contribution rates that are retroactive to the expiration date of the last Collective Bargaining Agreement that covered the affected Bargaining Unit.

C. DISTRESSED EMPLOYER SCHEDULE.

1. Benefits

With regard to Bargaining Units (and any non-Bargaining Unit employee groups participating in the Fund) whose Contributing Employers and contribution rates have been specifically accepted and approved by the Board of Trustees as satisfying the Qualifications for the Distressed Employer Schedule (as set forth in Section 2(C)(2) below), the benefit formulas, levels, and payment options in effect on January 1, 2008 will remain in effect except for the following, upon the effective date that the Distressed Employer Schedule applies to the Bargaining Unit (or to any non-Bargaining Unit employee group participating in the Fund) that is accepted by the Board of Trustees as qualifying under the Distressed Employer Schedule:

- Adjustable Benefits listed in Section 2(H) below are eliminated or reduced to the maximum extent permitted by law, but the future benefit accrual rate of 1% of contributions (the Contribution-Based Pension) remains in effect, with the modification that the Contribution Based Pension monthly benefit payable at age 65 is reduced by ½% per month for each month prior to age 65 with a minimum retirement age of 57, *except that*, for Participants who (i) have not submitted a retirement application on or before July 1, 2011 and (ii) have not achieved a Retirement Date on or before July 1, 2011, the Contribution Based Pension monthly benefit payable at age 65 shall be reduced to an actuarially equivalent benefit in accordance with the Schedule attached as Exhibit B with a minimum retirement age of 57, *and except that* any Participant who (i) has achieved a minimum age of 55 as

of the date of the Distressed Employer's termination of participation in the Fund (*see* Section 2(C)(2) below) and has accrued a minimum of 25 years credit towards a Contributory Credit Pension or an And-Out Pension as of that date (*see* Pension Plan §§ 4.04, 4.05 and 4.06), shall be entitled to retain his eligibility for (but not gain further credit towards) any such Pension, *provided that* any such Participant has a minimum retirement age of 62.

2. Contributions and Qualifications for the Distressed Employer Schedule.

The Board of Trustees may deem a Collective Bargaining Agreement with contribution rates not in compliance with either the Primary Schedule or the Default Schedule to be in compliance with and subject to the Distressed Employer Schedule, if in the Board of Trustees' sole discretion, the Board determines that the Contributing Employer meets each of the following qualifications:

(i) the common stock of the Employer or its parent corporation (or other affiliate under 80% or more common control with the Employer) is publicly traded and registered pursuant to the securities laws of the United States;

(ii) the Employer has previously incurred a termination of its participation in the Fund due to an inability to remain current in its Contribution obligations, and the Employer was in terminated status immediately prior to executing the Agreement sought to be qualified under the Distressed Employer Schedule;

(iii) during the last ten years in which the Employer participated in the Fund prior to its termination, it had paid contributions to the Fund on behalf of at least 1,000 full-time employees per month (or had, including part-time employees, paid contributions on behalf of the equivalent of at least 1,000 full-time employees per month for the specified ten year period);

(iv) the Employer submits to a review of its financial condition and operations by the Fund's Staff and outside expert and consultants, and agrees to reimburse the Fund for all fees and expenses incurred by the Fund in this review (including, but not limited to, reimbursement to the Fund for the time devoted by the Fund's Staff to any such review, with this reimbursement to be made at market rates for comparable services performed by Fund's Staff);

(v) on the basis of this financial and operational review, it appears that the Employer is not able to contribute to the Fund at a higher rate than is indicated in the Collective Bargaining Agreement proposed for acceptance under the Distressed Employer Schedule, *and* that acceptance of the proposed Agreement is in the best interest of the Fund under all the circumstances and advances the goals of this Rehabilitation Plan; and

(vi) the Employer provides the Fund with first lien collateral in any and all unencumbered assets to the fullest extent it is able in order to fully secure (i) any delinquent or deferred Contribution obligations owed to the Fund, (ii) the Employer's obligation to make current and future pension contributions to the Fund, and (iii) any future withdrawal liability potentially incurred by the Employer (with the amount of such potential withdrawal liability to be determined based on estimates to be provided by the Fund).

3. Effect of agreement to or imposition of the Distressed Employer Schedule.

If a Contributing Employer becomes subject to the Distressed Employer Schedule with respect to a particular Bargaining Unit, the Fund will not accept any subsequent Collective Bargaining Agreements covering that Bargaining Unit which are compliant with the Primary Schedule, except as determined by the Board of Trustees in their sole discretion.

D. ADJUSTMENT OF BENEFITS OF CERTAIN PARTICIPANTS WHO HAVE EARNED CONTRIBUTORY SERVICE WITH AN EMPLOYER INCURRING A REHABILITATION PLAN WITHDRAWAL.

Subject to the provisos indicated in the final clauses of this Subsection D, effective March 26, 2008, all Adjustable Benefits (listed below in Section 2(H)) shall be eliminated or reduced (to the same extent indicated in Subsection B(1) above) with respect to Participants whose benefit commencement date [within the meaning of ERISA § 305(i)(10)] with the Fund is on or after April 8, 2008, and:

(1) whose last Hour of Service prior to January 1, 2008 was earned while employed by United Parcel Service, Inc. ("UPS"), or with any trades or businesses at any time under common control with UPS, within the meaning of ERISA § 4001(b)(1); *or*

(2) who *(i)* has earned or earns an Hour of Service while employed with a Contributing Employer (or any predecessor or successor entity) that at any time on or after March 26, 2008 incurs a Rehabilitation Plan Withdrawal (*see* Section 2(I) below), and *(ii)* whose *last* year of Contributory Service Credit *prior* to the Rehabilitation Plan Withdrawal was earned while a member of a Bargaining Unit (or any predecessor or successor Bargaining Unit) ultimately incurring such Withdrawal.

Provided, however, that any Pensioner otherwise subject to the elimination of Adjustable Benefits, due to a Rehabilitation Plan Withdrawal pursuant Subsection D(2) above, who has a benefit commencement date [within the meaning of ERISA § 305(i)(10)] one year or more prior to the earlier of: (i) the date of such Rehabilitation Plan Withdrawal or (ii) the date of the expiration of the last Collective Bargaining Agreement requiring Employer Contributions under the Primary Schedule prior to such Withdrawal, shall not be subject to the elimination of Adjustable Benefits provided that the Pensioner does not engage in Restricted Reemployment at any time subsequent to the benefit commencement date.

And provided further that the spouse of any Participant otherwise subject to the elimination of Adjustable Benefits, due to a Rehabilitation Plan Withdrawal pursuant to Subsection D(2) above, shall not incur a loss of Adjustable Benefits with respect to any Surviving Spouse Benefits for which such spouse has a benefit commencement date [within the meaning of ERISA Section 305(i)(10)] prior to the date of the Rehabilitation Plan Withdrawal.

E. ADJUSTMENT OF BENEFITS OF CERTAIN PARTICIPANTS WHO HAVE EARNED CONTRIBUTORY SERVICE WITH AN EMPLOYER WHO BECOMES SUBJECT TO THE DEFAULT SCHEDULE.

Subject to the provisos indicated in the final clauses of this Subsection E, effective March 26, 2008, all Adjustable Benefits (listed below in Section 2(H)) shall be eliminated or reduced (to the same extent indicated in Subsection B(1) above) with respect to any Participants whose benefit commencement date [within the meaning of ERISA § 305(i)(10)] is on or after April 8, 2008, and:

(1) who have earned any Contributory Service Credit with a Contributing Employer (or any predecessor or successor entity) that at any time becomes subject (by agreement or otherwise) to the Default Schedule described herein; and

(2) whose *last* year of Contributory Service Credit *prior* to the Employer's becoming subject to the Default Schedule was earned while a member of a Bargaining Unit (or any predecessor or successor Bargaining Unit) that ultimately became subject to the Default Schedule.

Provided, however, that any Pensioner otherwise subject to the elimination of Adjustable Benefits, due to his Contributing Employer becoming subject to the Default Schedule pursuant to this Subsection E, who has a benefit commencement date [within the meaning of ERISA § 305(i)(10)] one year or more prior to the Contributing Employer becoming subject to the Default Schedule, shall not be subject to the elimination of Adjustable Benefits provided that the Pensioner does not engage in Restricted Reemployment at any time subsequent to the benefit commencement date.

And provided further that the spouse of any Participant otherwise subject to the elimination of Adjustable Benefits, due to his Contributing Employer becoming subject to the Default Schedule pursuant this Subsection E, shall not incur a loss of Adjustable Benefits with respect to any Surviving Spouse Benefits for which such spouse has a benefit commencement date [within the meaning of ERISA Section 305(i)(10)] prior to the date on which the Contributing Employer became subject to the Default Schedule.

F. ADJUSTMENT OF BENEFITS OF CERTAIN PARTICIPANTS WHO HAVE EARNED CONTRIBUTORY SERVICE WITH AN EMPLOYER WHO BECOMES SUBJECT TO THE DISTRESSED EMPLOYER SCHEDULE.

Subject to the provisos indicated in the final clauses of this Subsection F, effective March 26, 2008, all Adjustable Benefits (listed below in Section 2(H)) shall be eliminated or reduced (with the exception indicated in Subsection C(1) above) with respect to any Participants whose benefit commencement date [within the meaning of ERISA § 305(i)(10)] is on or after April 8, 2008, and:

(1) who have earned any Contributory Service Credit with a Contributing Employer (or any predecessor or successor entity) that at any time becomes subject (by agreement or otherwise) to the Distressed Employer Schedule described herein; and

(2) whose last year of Contributory Service Credit prior to the Employer's becoming subject to the Distressed Employer Schedule was earned while a member of a Bargaining Unit (or any predecessor or successor Bargaining Unit) that ultimately became subject to the Distressed Employer Schedule.

Provided, however, that any Pensioner otherwise subject to the reduction in Adjustable Benefits indicated in the Distressed Employer Schedule, due to his Contributing Employer becoming subject to that Schedule pursuant to this Subsection F, who has a benefit commencement date [within the meaning of ERISA Section 305(i)(10)] one year or more prior to the Contributing Employer becoming subject to the Distressed Employer Schedule, shall not be subject to the reduction of Adjustable Benefits otherwise mandated by the Distressed Employer Schedule provided that the Pensioner does not engage in Restricted Reemployment at any time subsequent to the benefit commencement date, and provided further that with respect to Bargaining Units that become subject to the Distressed Employer Schedule on or prior to June 1, 2011, no Pensioners with Retirement Dates prior to September 24, 2010 shall be subject to such Distressed Employer Schedule benefit reduction.

And provided further that the spouse of any Participant otherwise subject to the reduction of Adjustable Benefits, due to his Contributing Employer becoming subject to the Distressed Employer Schedule pursuant to this Subsection F, shall not incur a loss of Adjustable Benefits with respect to any Surviving Spouse Benefits for which such surviving spouse has a benefit commencement date [within the meaning of ERISA Section 305(i)(10)] prior to the date on which the Contributing Employer became subject to the Distressed Employer Schedule, *and provided* further in any event that with respect to Bargaining Units that become subject to the Distressed Employer Schedule on or prior to June 1, 2011, no spouse shall be subject to such Distressed Employer Schedule benefit reduction if the Participant's death occurred prior to September 24, 2010.

G. RESTORATION OF ADJUSTED BENEFITS.

Any Participant who incurs a benefit adjustment or elimination under the terms of Sections 2(A), 2(B), 2(C), 2(D), 2(E) or 2(F) above may have those affected benefits restored if, subsequent to the event causing the benefit adjustment, the Participant:

(1) in the case of benefit adjustment caused by a Rehabilitation Plan Withdrawal (*see* Section 2(I) below), permanently ceases all employment with, and performance of services in any capacity for, the Contributing Employer (and any successors or trades or businesses under common control with such Employer within the meaning of ERISA § 4001(b)(1)) within 60 days of the occurrence of such Rehabilitation Plan Withdrawal; and

(2) in any case, subsequently earns one year of Contributory Service Credit with a Contributing Employer while that Employer is in compliance with the Primary Schedule described herein.

H. ADJUSTABLE BENEFITS.

As used herein, Adjustable Benefits shall mean and include:

(1) Any right to receive a Retirement Pension Benefit (Pension Plan, Article IV) prior to age 65 [including without limitation any pre-age 65 benefits that would otherwise be payable as *(i)* a Twenty Year Service Pension (Pension Plan § 4.01); *(ii)* a Contributory Credit Pension (Pension Plan § 4.04); *(iii)* a Vested Pension (Pension Plan § 4.07); (i*v*) a Deferred Pension (Pension Plan § 4.08); or *(v)* a Twenty-Year Deferred Pension (Pension Plan § 4.09)].

(2) Early retirement benefit or retirement-type subsidies [including without limitation (*i*) an Early Retirement Pension (Pension Plan Section 4.02); (*ii)* a 25-And-Out Pension (Pension Plan Section 4.05); or a 30-And-Out Pension (Pension Plan Section 4.06)].

(3) All Disability Benefits not yet in pay status (Pension Plan, Article V).

(4) Before Retirement Death Benefits (Pension Plan, Article VI) other than the 50% surviving spouse benefit.

(5) Post-retirement death benefits that are not part of the annuity form of payment.

(6) All Partial Pensions (Pension Plan, Appendix D), to the extent any such pension is tied to one or more of the Adjustable Benefits listed above.

(7) All Contribution-Based Pensions (Pension Plan § 4.03) except that, assuming the Participant meets all other requirements for receiving a Contribution-Based Pension, the Contribution-Based Pension is payable at age 65 reduced by ½% per month for each month prior to age 65 at the time of retirement with a minimum retirement age of 57. Such minimum retirement age shall not apply if the Participant retired prior to age 57 before the Participant's Adjustable Benefits were eliminated or reduced.

In such circumstance, the Participant shall be entitled to receive the Contribution-Based Pension reduced by ½% per month for each month prior to age 65 at the time of retirement. *Provided, however,* for Participants who (i) have not submitted a retirement application on or before July 1, 2011 and (ii) do not have a benefit commencement date [within the meaning of ERISA § 305(i)(10)] on or before July 1, 2011, the reductions in the Contribution-Based Pensions payable at age 65 referenced in this subparagraph (7) shall be based on actuarial equivalence in accordance with the Schedule attached as Exhibit B hereto.

(8) To the extent not already included in paragraphs (1) – (7) above, the following categories of benefits listed and defined as "adjustable benefits" under ERISA § 305(e)(8)(iv):

(i) benefits, rights, and features under the plan, including post-retirement death benefits, 60-month guarantees, disability benefits not yet in pay status, and similar benefits,

(ii) any early retirement benefit or retirement-type subsidy (within the meaning of ERISA section 204(g)(2)(A)) and any benefit payment option (other than the qualified joint and survivor annuity), and

(iii) benefit increases that would not be eligible for a guarantee under ERISA Section 4022A on the first day of the Fund's initial critical year under the PPA because the increases were adopted (or, if later, took effect) less than 60 months before such first day.

Provided, however, that except as provided in subparagraph (8)(iii) above, nothing in this paragraph shall be construed to reduce the level of a Participant's accrued benefit payable at normal retirement.

I. REHABILITATION PLAN WITHDRAWAL.

Subject to the discretionary authority of the Board of Trustees indicated in the final clause of this Section 2(I), a "Rehabilitation Plan Withdrawal" occurs on the date a Contributing Employer (a) is no longer required to make Employer Contributions to the Pension Fund under one or more of its Collective Bargaining Agreements, or (b) undergoes a significant reduction in its obligation to make Employer Contributions resulting from outsourcing or subcontracting work covered by the applicable Collective Bargaining Agreement(s), as a result of actions by members of a Bargaining Unit (or its representatives) or the Contributing Employer, which actions include, but are not limited to the following:

(1) decertification or other removal of the Union as a bargaining agent;

(2) ratification or other acceptance of a Collective Bargaining Agreement which permits withdrawal of the Bargaining Unit, in whole or in part, from the Pension Plan;

(3) administrative termination of the Contributing Employer with respect to any or all of its Collective Bargaining Agreements due to: (i) a violation of the Fund's rules with respect to the terms of a Collective Bargaining Agreement [including, without limitation, a provision providing for a split

bargaining unit]; or (ii) a violation of any other Fund rule or policy [including, without limitation, practices or arrangements that result in adverse selection];

(4) any transaction or other event [including without limitation, a merger, consolidation, division, asset sale (other than an asset sale complying with ERISA § 4204), liquidation, dissolution, joint venture, outsourcing, subcontracting] whereby all or a portion of the operations for which the Contributing Employer has an obligation to contribute are continued (whether by the Contributing Employer or by another party) in whole or in part without maintaining the obligation to contribute to the Fund under the same or better terms (including, for example, as to number of participants and contribution rate) as existed before the transaction;

Provided, however, that with respect to the circumstances described in Subparas. (3)(ii) or (4) above, the Board of Trustees shall have full discretionary authority to consider, weigh and balance the following factors in determining whether a Rehabilitation Plan Withdrawal has occurred:

(i) the extent to which the affected Bargaining Unit or its bargaining representative participated in or controlled, or could have controlled or prevented, through bargaining, grievance procedures, NLRB proceedings, litigation or other means, the cessation of Employer Contributions;

(ii) the extent to which the affected Bargaining Unit benefited, directly or indirectly, from the cessation of Employer Contributions;

(iii) the extent to which the affected Bargaining Unit, or its bargaining representative, resisted or attempted to resist, or acquiesced in, the cessation of Employer Contributions;

(iv) the extent to which the affected Bargaining Unit, or any of its members, become engaged as employees or independent contractors in the service of operations that were or are in whole or in part a successor of the operations of the Contributing Employer who incurred the cessation of Employer Contributions; and

(v) the extent of the hardship that might be incurred by members of the affected Bargaining Unit by the elimination of Adjustable Benefits.

J. BENEFIT ADJUSTMENTS APPLICABLE TO ALL PARTICIPANTS (INCLUDING INACTIVE VESTED PARTICIPANTS) WHO HAVE NOT SUBMITTED A RETIREMENT APPLICATION ON OR BEFORE JULY 1, 2011 AND DO NOT HAVE A BENEFIT COMMENCEMENT ON OR BEFORE THAT DATE.

Minimum Retirement Age 57.

Participants who (i) have not submitted a retirement application on or before July 1, 2011 and (ii) do not have a benefit commencement date [within the meaning of ERISA § 305(i)(10)] on or before July 1, 2011, will not be granted a Retirement Date prior to their 57th birthday and will not be eligible to receive retirement benefit payments of any type until after achieving age 57.

Section 3. REHABILITATION PLAN STANDARDS AND OBJECTIVES.

The Schedules of Contributions and Benefits discussed above have been formulated by the Fund's Board of Trustees as reasonable measures which, under reasonable actuarial assumptions, are designed and projected to forestall the possible insolvency of the Fund prior to 2023. Projections of insolvency may vary from year to year as actual experience may differ from assumptions.

The Trustees recognize the possibility that actual experience could be less favorable than the reasonable assumptions used for the Rehabilitation Plan on an annual basis. Consequently, the annual standards for meeting the requirements of the Rehabilitation Plan are as follows:

- Actuarial projections updated for each year show, based on reasonable assumptions, that under the Rehabilitation Plan and its schedules (as amended and updated from time to time) the Fund will forestall its possible insolvency *prior* to 2021.

Section 4. ALTERNATIVES CONSIDERED BY THE TRUSTEES.

The Board of Trustees considered numerous alternatives [including combinations of contribution rate increases (and other updates to the schedules of contribution rates in light of the experience of the Fund) and benefit adjustments] that might enable the Fund to emerge from Critical Status either by the end of ten year PPA Rehabilitation Period (which begins on January 1, 2011 and ends on December 31, 2020), or to forestall possible insolvency indefinitely (beyond the date referenced above under the "Standards and Objectives" heading). Some of the alternatives considered were determined to be unreasonable measures. The various default and alternative schedules considered included the following:

<u>Schedules considered by the Board of Trustees in formulating an initial 2008 rehabilitation plan that might permit the Fund to emerge by the end of the Rehabilitation Period on December 31, 2020:</u>

Schedule	Benefit Reductions	Contribution Rate Increases
Default	Immediate maximum Critical Status benefit cuts for all participants to the extent permitted by law	15% per year until emergence in 2021 (plus an additional 1.6% annual increase for Benefit Classes 14 and below)
Alternative 1	Maintain current benefits	17% per year until emergence in 2021
Alternative 2	On the second anniversary of the new bargaining agreement, reduce the future benefit accrual rate from 1% of contributions payable at age 62 to 1% of contributions at payable at age 65	16% per year until emergence in 2021

In formulating the Fund's initial rehabilitation plan in 2008, the Board of Trustees concluded that utilizing any and all *possible* measures to emerge from Critical Status by the end of the 10-year presumptive Rehabilitation Period described in ERISA section 305(e)(4), would be unreasonable and would involve considerable risk to the Fund and Fund participants. In particular, the Board of Trustees concluded that the continued existence of the Fund and the Trustees' ability <u>to maintain and improve the Fund's funded status in accordance with the terms of the IRS approved amortization extension</u> would be jeopardized by any attempt to emerge from critical status by the end of the presumptive 10-year Rehabilitation Period.

As shown above, based on January 1, 2008 valuation data, the emergence by the end of the presumptive 10 year Rehabilitation Period would require double-digit annual contribution rate increases. For example, the daily contribution rate would generally have to grow from $52 to over $300. Therefore, the Trustees concluded in 2008 that annual contribution rate increases above the 8%/6%/4% level in the Primary Schedule were not reasonable and could trigger mass withdrawals and significant losses to the Fund and the participants.

During the process of updating the rehabilitation plan in 2010, the Trustees concluded that in light of current valuation data, the experience of the Fund and projections, the option available to the Fund under ERISA Section 305(e)(3)(ii) was to pursue reasonable measures to forestall a possible insolvency. The Trustees also concluded during the 2010 update process that requiring annual contribution increases above the level described in the Primary Schedule would not be reasonable and would likely accelerate a possible insolvency of the Fund rather than forestall it.

In recent years, the Trustees have implemented numerous measures to improve the Fund's funding. These have included:

- Reducing the benefit accrual rate from 2% of contributions to 1% of contributions;
- Protecting the "and-out" and early retirement benefits while freezing them at their year-end 2003 levels;
- Obtaining agreements from the major bargaining parties to reallocate about $400 million per year of benefit contributions to the Pension Fund;

- Obtaining an amortization extension from the Internal Revenue Service in 2005, and seeking a waiver of the conditions of that extension in 2009 in light of anticipated investment losses resulting from the 2008 collapse of the financial markets;

- Requiring as a condition of continued participation in the Fund that new bargaining agreements in the last several years include significant annual contribution rate increases; and

- Providing information to Congress and federal agencies with respect to legislative or regulatory proposals that appear to assist in addressing the funding challenges confronting the Fund.

The Board of Trustees determined that mandating additional significant benefit cuts (beyond those provided in this updated rehabilitation plan), or mandating contribution rate increases at levels beyond those required in recent years, would substantially accelerate the rate at which employers would withdraw from the Fund, in large part because the Union could conclude that it would be in its members' best interest to agree to withdrawals. The Board of Trustees also determined that this acceleration of employer withdrawals would, in turn, accelerate the Fund's insolvency and would be counterproductive to the Trustees' effort to forestall insolvency.

EXHIBIT A

Primary Schedule: Contribution Rate Increases By Bargaining Agreement Year
(all rate increases are to be compounded annually)

Calendar Year of Contribution Rate Increase	Year of Initial Bargaining Agreement Conforming to Primary Schedule			
	2006 & Earlier	2007	2008	2009 & Later
2006	7%			
2007	7%	8%		
2008	7%	8%	8%	
2009	7%	8%	8%	8%
2010	7%	8%	8%	8%
2011	6%	8%	8%	8%
2012	5%	6%	8%	8%
2013	4%	4%	6%	8%
2014	4%	4%	6%	8%
2015	4%	4%	6%	8%
2016	4%	4%	4%	6%
2017	4%	4%	4%	4%
2018	4%	4%	4%	4%
2019	4%	4%	4%	4%
2020	4%	4%	4%	4%
2021	4%	4%	4%	4%
2022	4%	4%	4%	4%
2023	4%	4%	4%	4%
2024	4%	4%	4%	4%
2025	4%	4%	4%	4%
2026	4%	4%	4%	4%
2027	4%	4%	4%	4%

EXHIBIT B

Schedule for Actuarial Reduction of Age 65 Benefits

(applicable to Default Schedule and Rehabilitation Plan Withdrawal benefit adjustments for Participants who (i) have not submitted a retirement application on or before July 1, 2011 and (ii) do not have a benefit commencement date [within the meaning of ERISA § 305(i)(10)] on or before July 1, 2011)

Age	Percent of Age 65 Benefit Based on Actuarial Equivalence
65	100%
64	90%
63	81%
62	74%
61	67%
60	61%
59	55%
58	50%
57	46%

APPENDIX M-3. REHABILITATION PLAN (INCLUDING 2011 UPDATE)

Section 1. PREAMBLE AND DEFINITIONS.

An amended Appendix M was added to the Pension Plan effective on and after December 31, 2010 in order to update the Rehabilitation Plan in compliance with the requirements of the Pension Protection Act of 2006 ("PPA"). Appendix M-2 was added to the Pension Plan in order to incorporate effective as of May 17, 2011, the Distressed Employer Schedule provisions (Section 2(C) and 2(F) below) into the Rehabilitation Plan.

This Appendix M-3 is added to the Pension Plan effective on and after December 31, 2011 in order to update the Rehabilitation Plan in compliance with the requirements of the PPA.

The Central States, Southeast and Southwest Areas Pension Fund (the "Fund") was initially certified on March 24, 2008 by its actuary to be in "critical status" (sometimes referred to as the "red zone") under the PPA; the Fund's actuary has also certified the Fund to be in critical status for the 2009 and 2010 plan years. The Fund's Board of Trustees, as the plan sponsor of a "critical status" pension plan, is charged under the PPA with developing a "rehabilitation plan" designed to improve the financial condition of the Fund in accordance with the standards set forth in the PPA, and with annually updating the rehabilitation plan. Although for plan year 2009 the Fund was exempt from the update requirement, pursuant to an election under the Worker Retiree and Employer Recovery Act of 2008, for subsequent plan years the PPA provisions concerning the rehabilitation plan update process are applicable to the Fund. The purpose of this updated Rehabilitation Plan is to comply with those PPA provisions.

Under the PPA, a rehabilitation plan, including annual updates to the plan, must include one or more schedules showing revised benefit structures, revised contributions, or both, which, if adopted by the parties obligated under agreements participating in the pension plan, may reasonably be expected to enable the Fund to emerge from critical status in accordance with the rehabilitation plan. The PPA also provides that one of the rehabilitation plan schedules of benefits and contributions shall be designated the "default" schedule. The default schedule must assume that there are no increases in contributions under the plan other than the increases necessary to emerge from critical status after future benefit accruals and other benefits have been reduced to the maximum extent permitted by law. The PPA also creates certain categories of "adjustable benefits" which may be reduced or eliminated dependent upon the outcome of bargaining over the rehabilitation plan schedules and dependent on the exercise of certain flexibility and discretion conferred upon the Board of Trustees by the PPA. Adjustable benefits that may be affected in this manner include post-retirement death benefits, early retirement benefits or retirement-type subsidies, and generally any benefit that would be payable prior to normal retirement age (age 65 benefits under the Fund's Plan Document – or, as discussed below, a Contribution Based Benefit actuarially reduced to be equivalent to an age 65 benefit). As noted, the PPA also requires annual updates of the rehabilitation plan.

Unless otherwise indicated, all capitalized terms herein shall have the definitions and meanings assigned to them in the Fund's Pension Plan Document.

Section 2. SCHEDULES OF CONTRIBUTIONS AND BENEFITS.

With the PPA requirements outlined above in mind, the Fund's Board of Trustees hereby provides the following PPA Schedules to the parties charged with bargaining over agreements requiring contributions to the Fund.

A. PRIMARY SCHEDULE (EXCEPT AS NOTED, PRESERVES ALL CURRENT BENEFITS).

1. Benefits

With regard to Bargaining Units (and any non-Bargaining Unit employee groups participating in the Fund) whose Contributing Employers are in compliance with this Primary Schedule, there will be no change in benefit formulas, levels or payment options in effect on January 1, 2008, *except that* as provided in Section 2(J) below, Participants who (i) have not submitted a retirement application on or before July 1, 2011 and (ii) do not have a benefit commencement date [within the meaning of ERISA § 305(i)(10)] on or before July 1, 2011, will not be granted a Retirement Date prior to their 57th birthday and will not be eligible to receive retirement benefit payments of any type until after achieving age 57.

Further, subject to the notice requirements of the PPA and other applicable law, any Bargaining Units (and any non-Bargaining Unit employee groups participating in the Fund) whose Contributing Employers incur a Rehabilitation Plan Withdrawal on or after March 26, 2008 shall have their Adjustable Benefits listed in Section 2(H) below eliminated or reduced to the extent indicated in Section 2(B)(1) below.

2. Contributions

Compliance with the Primary Schedule requires annually compounded contribution rate increases in accordance with Exhibit A effective immediately after the expiration of the Collective Bargaining Agreement (or other agreement requiring contributions to the Fund) and each agreement anniversary date (or reallocation anniversary, where applicable) during the term of the new bargaining agreement to the extent indicated in Exhibit A, depending on the year that the new agreement is effective. Note that all contribution rate increases are annually compounded on the total contribution rate (including any reallocations of employee benefit contributions or agreed mid-contract contribution increases) immediately prior to the increase.

The required annual rate increase may be provided through annual allocations to pension contributions of general and aggregate employee benefit contribution increases that were negotiated at the outset of an agreement, but were not specifically allocated to pension contributions until subsequent contract years. The Primary Schedule requires 8% per year contribution rate

increases for the first 5 years, 6% per year contribution rate increases for the next 3 years and 4% per year contribution rate increases each year thereafter for 2008 agreements under the Primary Schedule and comparable rate increases over time for all other agreements under the Primary Schedule (*see* Exhibit A).

Provided, however, that absent further amendment to this rehabilitation plan, as of June 1, 2011, any Collective Bargaining Agreement requiring contributions of (1) $348 per week for each full-time employee with respect to Participants covered by the National Master Automobile Transporter Agreement, and (2) $342 per week for each full-time employee with respect to all other Participants, will be deemed to be in compliance with the Primary Schedule *without* the need for additional annual rate increases.

B. DEFAULT SCHEDULE.

1. Benefits

With regard to Bargaining Units (and any non- Bargaining Unit employee groups participating in the Fund) whose Contributing Employers agree to comply with this Default Schedule [or who become subject to the Default Schedule due to a failure to achieve an agreement to accept one of the Rehabilitation Plan Schedules within the time frame specified under ERISA § 305(e)(3)(C)], the benefit formulas, levels, and payment options in effect on January 1, 2008 will remain in effect except for the following, upon the effective date that the Default Schedule applies to the Bargaining Unit (or to any non-Bargaining Unit employee groups participating in the Fund):

- Adjustable Benefits listed in Section 2(H) below are eliminated or reduced to the maximum extent permitted by law, but the future benefit accrual rate of 1% of contributions (the Contribution-Based Pension) remains in effect, with the modification that the Contribution Based Pension monthly benefit payable at age 65 is reduced by ½% per month for each month prior to age 65 with a minimum retirement age of 57, *except that,* for Participants who (i) have not submitted a retirement application on or before July 1, 2011 and (ii) do not have a benefit commencement date [within the meaning of ERISA § 305(i)(10)] on or before July 1, 2011, the Contribution Based Pension monthly benefit payable at age 65 shall be reduced to an actuarially equivalent benefit in accordance with the Schedule attached as Exhibit B with a minimum retirement age of 57.

2. Contributions

Compliance with the Default Schedule consists of annually compounded contribution rate increases of 4% effective immediately after the expiration of the Collective Bargaining Agreement (or other agreement requiring contributions to the Fund) and each anniversary thereof during the term of the agreement.

3. Effect of agreement to or imposition of Default Schedule.

(i) If a Contributing Employer agrees to the Default Schedule with respect to a particular Bargaining Unit, the Fund will not accept any subsequent Collective Bargaining Agreements covering that Bargaining Unit which are compliant with the Primary Schedule, except as determined by the Board of Trustees in their sole discretion.

(ii) If a Contributing Employer becomes subject to the Default Schedule by operation of ERISA Section 305(e)(3)(C), because the bargaining parties have failed to adopt either of the Schedules compliant with this Rehabilitation Plan within 180 days of the expiration of their prior Collective Bargaining Agreement, the Fund will then accept a Collective Bargaining Agreement that is compliant with the Primary Schedule described in this Rehabilitation Plan, provided that such new Collective Bargaining Agreement provides for Primary Schedule contribution rates that are retroactive to the expiration date of the last Collective Bargaining Agreement that covered the affected Bargaining Unit.

C. DISTRESSED EMPLOYER SCHEDULE.

1. Benefits

With regard to Bargaining Units (and any non-Bargaining Unit employee groups participating in the Fund) whose Contributing Employers and contribution rates have been specifically accepted and approved by the Board of Trustees as satisfying the Qualifications for the Distressed Employer Schedule (as set forth in Section 2(C)(2) below), the benefit formulas, levels, and payment options in effect on January 1, 2008 will remain in effect except for the following, upon the effective date that the Distressed Employer Schedule applies to the Bargaining Unit (or to any non-Bargaining Unit employee group participating in the Fund) that is accepted by the Board of Trustees as qualifying under the Distressed Employer Schedule:

- Adjustable Benefits listed in Section 2(H) below are eliminated or reduced to the maximum extent permitted by law, but the future benefit accrual rate

of 1% of contributions (the Contribution-Based Pension) remains in effect, with the modification that the Contribution Based Pension monthly benefit payable at age 65 is reduced by ½% per month for each month prior to age 65 with a minimum retirement age of 57, *except that*, for Participants who (i) have not submitted a retirement application on or before July 1, 2011 and (ii) have not achieved a Retirement Date on or before July 1, 2011, the Contribution Based Pension monthly benefit payable at age 65 shall be reduced to an actuarially equivalent benefit in accordance with the Schedule attached as Exhibit B with a minimum retirement age of 57, *and except that* any Participant who (i) has achieved a minimum age of 55 as of the date of the Distressed Employer's termination of participation in the Fund (*see* Section 2(C)(2) below) and has accrued a minimum of 25 years credit towards a Contributory Credit Pension or an And-Out Pension as of that date (*see* Pension Plan §§ 4.04, 4.05 and 4.06), shall be entitled to retain his eligibility for (but not gain further credit towards) any such Pension, *provided that* any such Participant has a minimum retirement age of 62.

2. Contributions and Qualifications for the Distressed Employer Schedule.

The Board of Trustees may deem a Collective Bargaining Agreement with contribution rates not in compliance with either the Primary Schedule or the Default Schedule to be in compliance with and subject to the Distressed Employer Schedule, if in the Board of Trustees' sole discretion, the Board determines that the Contributing Employer meets each of the following qualifications:

(i) the common stock of the Employer or its parent corporation (or other affiliate under 80% or more common control with the Employer) is publicly traded and registered pursuant to the securities laws of the United States;

(ii) the Employer has previously incurred a termination of its participation in the Fund due to an inability to remain current in its Contribution obligations, and the Employer was in terminated status immediately prior to executing the Agreement sought to be qualified under the Distressed Employer Schedule;

(iii) during the last ten years in which the Employer participated in the Fund prior to its termination, it had paid contributions to the Fund on behalf of at least 1,000 full-time employees per month (or had, including part-time employees, paid contributions on behalf of the equivalent of at least 1,000 full-time employees per month for the specified ten year period);

(iv) the Employer submits to a review of its financial condition and operations by the Fund's Staff and outside expert and consultants, and agrees to reimburse the Fund for all fees and expenses incurred by the Fund in this review (including, but not limited to, reimbursement to the Fund for the time devoted by the Fund's Staff to any such review, with this reimbursement to be made at market rates for comparable services performed by Fund's Staff);

(v) on the basis of this financial and operational review, it appears that the Employer is not able to contribute to the Fund at a higher rate than is indicated in the Collective Bargaining Agreement proposed for acceptance under the Distressed Employer Schedule, *and* that acceptance of the proposed Agreement is in the best interest of the Fund under all the circumstances and advances the goals of this Rehabilitation Plan; and

(vi) the Employer provides the Fund with first lien collateral in any and all unencumbered assets to the fullest extent it is able in order to fully secure (i) any delinquent or deferred Contribution obligations owed to the Fund, (ii) the Employer's obligation to make current and future pension contributions to the Fund, and (iii) any future withdrawal liability potentially incurred by the Employer (with the amount of such potential withdrawal liability to be determined based on estimates to be provided by the Fund).

3. Effect of agreement to or imposition of the Distressed Employer Schedule.

If a Contributing Employer becomes subject to the Distressed Employer Schedule with respect to a particular Bargaining Unit, the Fund will not accept any subsequent Collective Bargaining Agreements covering that Bargaining Unit which are compliant with the Primary Schedule, except as determined by the Board of Trustees in their sole discretion.

D. ADJUSTMENT OF BENEFITS OF CERTAIN PARTICIPANTS WHO HAVE EARNED CONTRIBUTORY SERVICE WITH AN EMPLOYER INCURRING A REHABILITATION PLAN WITHDRAWAL.

Subject to the provisos indicated in the final clauses of this Subsection D, effective March 26, 2008, all Adjustable Benefits (listed below in Section 2(H)) shall be eliminated or reduced (to the same extent indicated in Subsection B(1) above) with respect to Participants whose benefit commencement date [within the meaning of ERISA § 305(i)(10)] with the Fund is on or after April 8, 2008, and:

(1) whose last Hour of Service prior to January 1, 2008 was earned while employed by United Parcel Service, Inc. ("UPS"), or with any

trades or businesses at any time under common control with UPS, within the meaning of ERISA § 4001(b)(1); *or*

(2) who *(i)* has earned or earns an Hour of Service while employed with a Contributing Employer (or any predecessor or successor entity) that at any time on or after March 26, 2008 incurs a Rehabilitation Plan Withdrawal (*see* Section 2.I below), and *(ii)* whose *last* year of Contributory Service Credit *prior* to the Rehabilitation Plan Withdrawal was earned while a member of a Bargaining Unit (or any predecessor or successor Bargaining Unit) ultimately incurring such Withdrawal.

<u>Proviso 1:</u> *Provided, however*, that any Pensioner otherwise subject to the elimination of Adjustable Benefits, due to a Rehabilitation Plan Withdrawal pursuant Section 2(D)(2) above, who has a benefit commencement date [within the meaning of ERISA § 305(i)(10)] one year or more prior to the earlier of: (i) the date of such Rehabilitation Plan Withdrawal or (ii) the date of the expiration of the last Collective Bargaining Agreement requiring Employer Contributions under the Primary Schedule prior to such Withdrawal, shall not be subject to the elimination of Adjustable Benefits provided that the Pensioner does not engage in Restricted Reemployment at any time subsequent to the benefit commencement date.

<u>Proviso 2</u>: And provided further that in the event of a Rehabilitation Plan Withdrawal resulting from an administrative termination of a Contributing Employer as referenced in Section 2(I)(3)(ii) below, the Board of Trustees shall have full discretionary authority (A) to decline to apply the elimination of Adjustable Benefits to Participants otherwise affected by a Rehabilitation Plan Withdrawal of this type who have submitted a pension application naming a Retirement Date to the Fund on or before the date selected by the Trustees as the effective date of the administrative termination which ended the Employer's obligation to contribute to the Pension Fund, and (B) to decline to apply the requirement of Section 2(G) below that a Participant incurring a benefit adjustment due to Rehabilitation Plan Withdrawal must cease employment with and the performance of services for the withdrawn Employer within 60 days of the Rehabilitation Plan Withdrawal in order to eventually qualify for a restoration of benefits; in exercising their discretionary authority under this Proviso 2, the Board of Trustees shall consider, weigh and balance the following factors:

(i) the extent to which any actively employed members of the affected Bargaining Unit or any members who submitted a retirement application prior to the effective date of the administrative termination were aware of, participated in or controlled, or could have controlled or prevented, through bargaining, grievance procedures, NLRB proceedings, litigation or other means, the circumstances that led to the administrative termination of the Employer;

(ii) the extent to which any actively employed members of the affected Bargaining Unit or any members who submitted a retirement application prior to the effective date of the

administrative termination benefited, directly or indirectly from the cessation of Employer Contributions or from the circumstances that led to the administrative termination of the Employer;

(iii) the extent to which any actively employed members of the affected Bargaining Unit or any members who submitted a retirement application prior to the effective date of the administrative termination resisted or attempted to alter, or acquiesced in, the circumstances that led to the administrative termination of the Employer;

(iv) the extent to which any actively employed members of the affected Bargaining Unit or any members who submitted a retirement application prior to the effective date of the administrative termination have become engaged as employees or independent contractors in the service of operations that were or are in whole or in part a successor of the operations of the Employer that has undergone the administrative termination; and

(v) the extent of the hardship that might be incurred by any actively employed members of the affected Bargaining Unit or by any members who submitted a retirement application prior to the effective date of the administrative termination due to the elimination of Adjustable Benefits.

Proviso 3: *And provided further* that the spouse of any Participant otherwise subject to the elimination of Adjustable Benefits, due to a Rehabilitation Plan Withdrawal pursuant to Subsection D(2) above, shall not incur a loss of Adjustable Benefits with respect to any Surviving Spouse Benefits for which such spouse has a benefit commencement date [within the meaning of ERISA Section 305(i)(10)] prior to the date of the Rehabilitation Plan Withdrawal.

E. ADJUSTMENT OF BENEFITS OF CERTAIN PARTICIPANTS WHO HAVE EARNED CONTRIBUTORY SERVICE WITH AN EMPLOYER WHO BECOMES SUBJECT TO THE DEFAULT SCHEDULE.

Subject to the provisos indicated in the final clauses of this Subsection E, effective March 26, 2008, all Adjustable Benefits (listed below in Section 2(H)) shall be eliminated or reduced (to the same extent indicated in Section B(1) above) with respect to any Participants whose benefit commencement date [within the meaning of ERISA § 305(i)(10)] is on or after April 8, 2008, and:

(1) who have earned any Contributory Service Credit with a Contributing Employer (or any predecessor or successor entity) that at any time becomes subject (by agreement or otherwise) to the Default Schedule described herein; and

(2) whose *last* year of Contributory Service Credit *prior* to the Employer's becoming subject to the Default Schedule was earned

while a member of a Bargaining Unit (or any predecessor or successor Bargaining Unit) that ultimately became subject to the Default Schedule.

Proviso 1: *Provided, however*, that any Pensioner otherwise subject to the elimination of Adjustable Benefits, due to his Contributing Employer becoming subject to the Default Schedule pursuant to this Subsection E, who has a benefit commencement date [within the meaning of ERISA § 305(i)(10)] one year or more prior to the Contributing Employer becoming subject to the Default Schedule, shall not be subject to the elimination of Adjustable Benefits provided that the Pensioner does not engage in Restricted Reemployment at any time subsequent to the benefit commencement date.

Proviso 2: *And provided further* that the spouse of any Participant otherwise subject to the elimination of Adjustable Benefits, due to his Contributing Employer becoming subject to the Default Schedule pursuant this Subsection E, shall not incur a loss of Adjustable Benefits with respect to any Surviving Spouse Benefits for which such spouse has a benefit commencement date [within the meaning of ERISA Section 305(i)(10)] prior to the date on which the Contributing Employer became subject to the Default Schedule.

F. ADJUSTMENT OF BENEFITS OF CERTAIN PARTICIPANTS WHO HAVE EARNED CONTRIBUTORY SERVICE WITH AN EMPLOYER WHO BECOMES SUBJECT TO THE DISTRESSED EMPLOYER SCHEDULE.

Subject to the provisos indicated in the final clauses of this Subsection F, effective March 26, 2008, all Adjustable Benefits (listed below in Section 2(H)) shall be eliminated or reduced (with the exception indicated in Section 2(C)(1) above) with respect to any Participants whose benefit commencement date [within the meaning of ERISA § 305(i)(10)] is on or after April 8, 2008, and:

(1) who have earned any Contributory Service Credit with a Contributing Employer (or any predecessor or successor entity) that at any time becomes subject (by agreement or otherwise) to the Distressed Employer Schedule described herein; and

(2) whose last year of Contributory Service Credit prior to the Employer's becoming subject to the Distressed Employer Schedule was earned while a member of a Bargaining Unit (or any predecessor or successor Bargaining Unit) that ultimately became subject to the Distressed Employer Schedule.

(3)
Proviso 1: Provided, however, that any Pensioner otherwise subject to the reduction in Adjustable Benefits indicated in the Distressed Employer Schedule, due to his Contributing Employer becoming subject to that Schedule pursuant to this Subsection F, who has a benefit commencement date [within the meaning of ERISA Section 305(i)(10)] one year or more prior to the Contributing Employer becoming subject to the Distressed Employer Schedule, shall not be subject to the reduction

of Adjustable Benefits otherwise mandated by the Distressed Employer Schedule provided that the Pensioner does not engage in Restricted Reemployment at any time subsequent to the benefit commencement date, and provided further that with respect to Bargaining Units that become subject to the Distressed Employer Schedule on or prior to June 1, 2011, no Pensioners with Retirement Dates prior to September 24, 2010 shall be subject to such Distressed Employer Schedule benefit reduction.

Proviso 2: *And provided further* that the spouse of any Participant otherwise subject to the reduction of Adjustable Benefits, due to his Contributing Employer becoming subject to the Distressed Employer Schedule pursuant to this Subsection F, shall not incur a loss of Adjustable Benefits with respect to any Surviving Spouse Benefits for which such surviving spouse has a benefit commencement date [within the meaning of ERISA Section 305(i)(10)] prior to the date on which the Contributing Employer became subject to the Distressed Employer Schedule, *and provided* further in any event that with respect to Bargaining Units that become subject to the Distressed Employer Schedule on or prior to June 1, 2011, no spouse shall be subject to such Distressed Employer Schedule benefit reduction if the Participant's death occurred prior to September 24, 2010.

G. RESTORATION OF ADJUSTED BENEFITS.

Any Participant who incurs a benefit adjustment or elimination under the terms of Sections 2(A), 2(B), 2(C), 2(D), 2(E) or 2(F) above may have those affected benefits restored if, subsequent to the event causing the benefit adjustment, the Participant:

(1) in the case of benefit adjustment caused by a Rehabilitation Plan Withdrawal (*see* Section 2(I) below), permanently ceases all employment with, and performance of services in any capacity for, the Contributing Employer (and any successors or trades or businesses under common control with such Employer within the meaning of ERISA § 4001(b)(1)) within 60 days of the occurrence of such Rehabilitation Plan Withdrawal; and

(2) in any case, subsequently earns one year of Contributory Service Credit with a Contributing Employer while that Employer is in compliance with the Primary Schedule described herein.

H. ADJUSTABLE BENEFITS.

As used herein, Adjustable Benefits shall mean and include:

(1) Any right to receive a Retirement Pension Benefit (Pension Plan, Article IV) prior to age 65 [including without limitation any pre-age 65 benefits that would otherwise be payable as *(i)* a Twenty Year Service Pension (Pension Plan § 4.01); *(ii)* a Contributory Credit Pension (Pension Plan § 4.04); *(iii)* a Vested Pension (Pension Plan § 4.07); (i*v*) a Deferred Pension (Pension Plan § 4.08); or *(v)* a Twenty-Year Deferred Pension (Pension Plan § 4.09)].

(2) Early retirement benefit or retirement-type subsidies [including without limitation (*i*) an Early Retirement Pension (Pension Plan Section 4.02); (*ii)* a 25-And-Out Pension (Pension Plan Section 4.05); or a 30-And-Out Pension (Pension Plan Section 4.06)].

(3) All Disability Benefits not yet in pay status (Pension Plan, Article V).

(4) Before Retirement Death Benefits (Pension Plan, Article VI) other than the 50% surviving spouse benefit.

(5) Post-retirement death benefits that are not part of the annuity form of payment.

(6) All Partial Pensions (Pension Plan, Appendix D), to the extent any such pension is tied to one or more of the Adjustable Benefits listed above.

(7) All Contribution-Based Pensions (Pension Plan § 4.03) except that, assuming the Participant meets all other requirements for receiving a Contribution-Based Pension, the Contribution-Based Pension is payable at age 65 reduced by ½% per month for each month prior to age 65 at the time of retirement with a minimum retirement age of 57. Such minimum retirement age shall not apply if the Participant retired prior to age 57 before the Participant's Adjustable Benefits were eliminated or reduced. In such circumstance, the Participant shall be entitled to receive the Contribution-Based Pension reduced by ½% per month for each month prior to age 65 at the time of retirement. *Provided, however,* for Participants who (i) have not submitted a retirement application on or before July 1, 2011 and (ii) do not have a benefit commencement date [within the meaning of ERISA § 305(i)(10)] on or before July 1, 2011, the reductions in the Contribution-Based Pensions payable at age 65 referenced in this subparagraph (7) shall be based on actuarial equivalence in accordance with the Schedule attached as Exhibit B hereto.

(8) To the extent not already included in paragraphs (1) – (7) above, the following categories of benefits listed and defined as "adjustable benefits" under ERISA § 305(e)(8)(iv):

(i) benefits, rights, and features under the plan, including post-retirement death benefits, 60-month guarantees, disability benefits not yet in pay status, and similar benefits,

(ii) any early retirement benefit or retirement-type subsidy (within the meaning of ERISA Section 204(g)(2)(A)) and any benefit payment option (other than the qualified joint and survivor annuity), and

(iii) benefit increases that would not be eligible for a guarantee under ERISA Section 4022A on the first day of the Fund's initial critical year under the PPA because the increases were adopted (or, if later, took effect) less than 60 months before such first day.

Provided, however, that except as provided in subparagraph (8)(iii) above, nothing in this paragraph shall be construed to reduce the level of a Participant's accrued benefit payable at normal retirement.

I. REHABILITATION PLAN WITHDRAWAL.

Subject to the discretionary authority of the Board of Trustees indicated in the final clause of this Subsection I, a "Rehabilitation Plan Withdrawal" occurs on the date a Contributing Employer (a) is no longer required to make Employer Contributions to the Pension Fund under one or more of its Collective Bargaining Agreements, or (b) undergoes a significant reduction in its obligation to make Employer Contributions resulting from outsourcing or subcontracting work covered by the applicable Collective Bargaining Agreement(s), as a result of actions by members of a Bargaining Unit (or its representatives) or the Contributing Employer, which actions include, but are not limited to the following:

(1) decertification or other removal of the Union as a bargaining agent;

(2) ratification or other acceptance of a Collective Bargaining Agreement which permits withdrawal of the Bargaining Unit, in whole or in part, from the Pension Plan;

(3) administrative termination of the Contributing Employer with respect to any or all of its Collective Bargaining Agreements due to: (i) a violation of the Fund's rules with respect to the terms of a Collective Bargaining Agreement [including, without limitation, a provision providing for a split bargaining unit]; or (ii) a violation of any other Fund rule or policy [including, without limitation, practices or arrangements that result in adverse selection];

(4) any transaction or other event [including without limitation, a merger, consolidation, division, asset sale (other than an asset sale complying with ERISA § 4204), liquidation, dissolution, joint venture, outsourcing, subcontracting] whereby all or a portion of the operations for which the Contributing Employer has an obligation to contribute are continued (whether by the Contributing

Employer or by another party) in whole or in part without maintaining the obligation to contribute to the Fund under the same or better terms (including, for example, as to number of participants and contribution rate) as existed before the transaction;

Provided, however, that with respect to the circumstances described in Subparagraphs. (3)(ii) or (4) above, the Board of Trustees shall have full discretionary authority to consider, weigh and balance the following factors in determining whether a Rehabilitation Plan Withdrawal has occurred:

(i) the extent to which the affected Bargaining Unit or its bargaining representative participated in or controlled, or could have controlled or prevented, through bargaining, grievance procedures, NLRB proceedings, litigation or other means, the cessation of Employer Contributions;

(ii) the extent to which the affected Bargaining Unit benefited, directly or indirectly, from the cessation of Employer Contributions;

(iii) the extent to which the affected Bargaining Unit, or its bargaining representative, resisted or attempted to resist, or acquiesced in, the cessation of Employer Contributions;

(iv) the extent to which the affected Bargaining Unit, or any of its members, become engaged as employees or independent contractors in the service of operations that were or are in whole or in part a successor of the operations of the Contributing Employer who incurred the cessation of Employer Contributions; and

(v) the extent of the hardship that might be incurred by members of the affected Bargaining Unit by the elimination of Adjustable Benefits.

J. BENEFIT ADJUSTMENTS APPLICABLE TO ALL PARTICIPANTS (INCLUDING INACTIVE VESTED PARTICIPANTS) WHO HAVE NOT SUBMITTED A RETIREMENT APPLICATION ON OR BEFORE JULY 1, 2011 AND DO NOT HAVE A BENEFIT COMMENCEMENT ON OR BEFORE THAT DATE.

Minimum Retirement Age 57.

Participants who (i) have not submitted a retirement application on or before July 1, 2011 and (ii) do not have a benefit commencement date [within the meaning of ERISA § 305(i)(10)] on or before July 1, 2011, will not be granted a Retirement Date prior to their 57th birthday and will not be eligible to receive retirement benefit payments of any type until after achieving age 57.

Section 3. REHABILITATION PLAN STANDARDS AND OBJECTIVES.

The Schedules of Contributions and Benefits discussed above have been formulated by the Fund's Board of Trustees as reasonable measures which, under reasonable actuarial assumptions, are designed and projected to forestall the possible insolvency of the Fund prior to 2023. Projections of insolvency may vary from year to year as actual experience may differ from assumptions.

The Trustees recognize the possibility that actual experience could be less favorable than the reasonable assumptions used for the Rehabilitation Plan on an annual basis. Consequently, the annual standards for meeting the requirements of the Rehabilitation Plan are as follows:

- Actuarial projections updated for each year show, based on reasonable assumptions, that under the Rehabilitation Plan and its schedules (as amended and updated from time to time) the Fund will forestall its possible insolvency *prior* to 2021.

Section 4. ALTERNATIVES CONSIDERED BY THE TRUSTEES.

The Board of Trustees considered numerous alternatives [including combinations of contribution rate increases (and other updates to the schedules of contribution rates in light of the experience of the Fund) and benefit adjustments] that might enable the Fund to emerge from Critical Status either by the end of ten year PPA Rehabilitation Period (which began on January 1, 2011 and ends on December 31, 2020), or to forestall possible insolvency indefinitely (beyond the date referenced above under the "Standards and Objectives" heading). Some of the alternatives considered were determined to be unreasonable measures. The various default and alternative schedules considered included the following:

Schedules considered by the Board of Trustees in formulating an initial 2008 rehabilitation plan that might permit the Fund to emerge by the end of the Rehabilitation Period on December 31, 2020:

Schedule	Benefit Reductions	Contribution Rate Increases
Default	Immediate maximum Critical Status benefit cuts for all participants to the extent permitted by law	15% per year until emergence in 2021 (plus an additional 1.6% annual increase for Benefit Classes 14 and below)
Alternative 1	Maintain current benefits	17% per year until emergence in 2021
Alternative 2	On the second anniversary of the new bargaining agreement, reduce the future benefit accrual rate from 1% of contributions payable at age 62 to 1% of contributions at payable at age 65	16% per year until emergence in 2021

In formulating the Fund's initial rehabilitation plan in 2008, the Board of Trustees concluded that utilizing any and all *possible* measures to emerge from Critical Status by the end of the 10-year presumptive Rehabilitation Period described in ERISA Section 305(e)(4), would be unreasonable and would involve considerable risk to the Fund and Fund participants. In particular, the Board of Trustees concluded that the continued existence of the Fund and the Trustees' ability to maintain and improve the Fund's funded status in accordance with the terms of the IRS approved amortization extension would be jeopardized by any attempt to emerge from critical status by the end of the presumptive 10-year Rehabilitation Period.

As shown above, based on January 1, 2008 valuation data, the emergence by the end of the presumptive 10 year Rehabilitation Period would require double-digit annual contribution rate increases. For example, the daily contribution rate would generally have to grow from $52 to over $300. Therefore, the Trustees concluded in 2008 that annual contribution rate increases above the 8%/6%/4% level in the Primary Schedule were not reasonable and could trigger mass withdrawals and significant losses to the Fund and the participants.

During the process of updating the rehabilitation plan in 2010, and again in 2011, the Trustees concluded that in light of current valuation data, the experience of the Fund and projections, the option available to the Fund under ERISA Section 305(e)(3)(ii) was to pursue reasonable measures to forestall a possible insolvency. The Trustees also concluded during the 2010 and 2011 update process that requiring annual contribution increases above the level described in the Primary Schedule would not be reasonable and would likely accelerate a possible insolvency of the Fund rather than forestall it.

In recent years, prior to Plan/calendar year 2011, the Trustees have implemented numerous measures to improve the Fund's funding. These have included:

- Reducing the benefit accrual rate from 2% of contributions to 1% of contributions;
- Protecting the "and-out" and early retirement benefits while freezing them at their year-end 2003 levels;
- Obtaining agreements from the major bargaining parties to reallocate about $400 million per year of benefit contributions to the Pension Fund;
- Obtaining an amortization extension from the Internal Revenue Service in 2005, and seeking a waiver of the conditions of that extension in 2009 in light of anticipated investment losses resulting from the 2008 collapse of the financial markets;
- Requiring as a condition of continued participation in the Fund that new bargaining agreements in the last several years include significant annual contribution rate increases; and
- Providing information to Congress and federal agencies with respect to legislative or regulatory proposals that appear to assist in addressing the funding challenges confronting the Fund.

And specifically during the Plan/calendar year 2011, the Trustees have, in addition to continuing with the implementation of the measures listed above, implemented the following measures to improve the Fund's funding:

- Approved a Distressed Employer Schedule as part of the Fund's Rehabilitation Plan. Pursuant to this Schedule, YRC, Inc. and its affiliate USF Holland, Inc., two distressed (but historically significant) Contributing Employers whose participation in the Fund the Trustees had been terminated by the Board of Trustees in July 2009 due to chronic contribution delinquencies, were permitted to resume Contributions at a rate lower than would have been permitted under the pre-2011 Rehabilitation Plan Schedules. The Trustees determined that this Contribution rate was the highest these Employers could pay without unduly risking their insolvency and dissolution. Therefore, the Trustees permitted these Employers to resume contributions in June 2011 at these lower rates under a newly approved Distressed Employer Schedule; this Schedule significantly adjusted the benefits of the affected Bargaining Unit members, and helped assure that despite the lower Contribution rates, the continued participation of these Employers would improve the Fund's funding.

- Adopted a new withdrawal liability method, and obtained approval of that method by the Pension Benefit Guaranty Corporation, under which new Contributing Employers, and existing Contributing Employers who satisfy their withdrawal liability under the Fund's historic (pre-2011) withdrawal liability method (*i.e.*, the "modified presumptive method"), will have any future withdrawal liability determined under the "direct attribution" method. Under direct attribution method, the Trustees believe that a Contributing Employer's potential exposure to future withdrawal is virtually eliminated. The Trustees believe that this new "hybrid" method will be attractive to some Contributing Employers who wish to continue to participate in the Fund, but may be concerned about the potential for future growth of their estimated withdrawal liability as calculated under the Fund's prior (pre-2011) withdrawal liability method. This, in turn, will tend to improve the Fund's funding position as Employers who might otherwise withdraw from the Fund are encouraged to continue to participate.

The Board of Trustees determined that mandating additional significant benefit cuts (beyond those provided in this updated rehabilitation plan), or mandating contribution rate increases at levels beyond those required in recent years, would substantially accelerate the rate at which employers would withdraw from the Fund, in large part because the Union could conclude that it would be in its members' best interest to agree to withdrawals. The Board of Trustees also determined that this acceleration of employer withdrawals would, in turn, accelerate the Fund's insolvency and would be counterproductive to the Trustees' effort to forestall insolvency.

EXHIBIT A

Primary Schedule: Contribution Rate Increases By Bargaining Agreement Year
(all rate increases are to be compounded annually)

Calendar Year of Contribution Rate Increase	Year of Initial Bargaining Agreement Conforming to Primary Schedule						
	2006 & Earlier	2007	2008	2009	2010	2011	2012
2006	7%						
2007	7%	8%					
2008	7%	8%	8%				
2009	7%	8%	8%	8%			
2010	7%	8%	8%	8%	8%		
2011	6%	8%	8%	8%	8%	8%	
2012	5%	6%	8%	8%	8%	8%	8%
2013	4%	4%	6%	8%	8%	8%	8%
2014	4%	4%	6%	8%	8%	8%	8%
2015	4%	4%	6%	8%	8%	8%	8%
2016	4%	4%	4%	6%	8%	8%	8%
2017	4%	4%	4%	4%	6%	8%	8%
2018	4%	4%	4%	4%	4%	6%	8%
2019	4%	4%	4%	4%	4%	4%	6%
2020	4%	4%	4%	4%	4%	4%	4%
2021	4%	4%	4%	4%	4%	4%	4%
2022	4%	4%	4%	4%	4%	4%	4%
2023	4%	4%	4%	4%	4%	4%	4%
2024	4%	4%	4%	4%	4%	4%	4%
2025	4%	4%	4%	4%	4%	4%	4%
2026	4%	4%	4%	4%	4%	4%	4%
2027	4%	4%	4%	4%	4%	4%	4%

EXHIBIT B

Schedule for Actuarial Reduction of Age 65 Benefits

(applicable to Default Schedule and Rehabilitation Plan Withdrawal benefit adjustments for Participants who (i) have not submitted a retirement application on or before July 1, 2011 and (ii) do not have a benefit commencement date [within the meaning of ERISA § 305(i)(10)] on or before July 1, 2011)

Age	Percent of Age 65 Benefit Based on Actuarial Equivalence
65	100%
64	90%
63	81%
62	74%
61	67%
60	61%
59	55%
58	50%
57	46%

EXHIBIT C

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
General President

25 Louisiana Avenue, NW
Washington, DC 20001

KEN HALL
General Secretary-Treasurer

202.624.6800
www.teamster.org

Pipe Line Job Notification

DATE: April 25, 2012

TO: James Q. Shurling, Jr., President
Teamster Local Union No. 512

FAX: (904) 781-2152

Dear Brother Shurling:

This office wishes to inform you that **Michels Corporation** has been awarded work by ***Jacksonville Electrical Authority*** in **Duval County.** Please arrange the pre-ob conference, and provide this office with a signed copy of the enclosed *Pre-Job Form*. We also ask that the assigned steward provide us with a weekly *Steward Report Form*, which is also enclosed. **IT WOULD BE APPRECIATED IF YOU COULD NOTIFY US WHEN THIS PROJECT IS COMPLETE.**

Any questions, or problems, can be directed to International Representative Marion Davis at (202) 409-3225. Your cooperation is greatly appreciated.

Fraternally,

James F. Woodward /gjb

James F. Woodward, Director
Building Material and Construction Trade Division

JFW/gjb

Enclosures

cc: Karl Lewis, Central States **(scanned)**
Steve Pronio, Zenith American Solutions
Pat Tielborg, PLCA
John Hudson, LMCT Program Manager
Richard Stern, LMCT Administrator
Southern Region BM&CTD International Representative

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
General President

25 Louisiana Avenue, NW
Washington, DC 20001

KEN HALL
General Secretary-Treasurer

202.624.6800
www.teamster.org

Pipe Line Job Notification

DATE: April 25, 2012

TO: Matt Westphal, General Manager
Michels Corporation

FAX: (920) 583-1473

We have received the attached *Job Notification* regarding work for ***Jacksonville Electrical Authority*** in **Duval County, Florida**; accordingly, please contact the following local to schedule the pre-job conference:

James Q. Shurling, Jr., President
Teamsters Local Union No. 512
1210 Lane Avenue North
Jacksonville, Florida 32254
Phone: (904) 786-7649
Fax: (904) 781-2152

Any questions, or problems, can be directed to International Representative Marion Davis at (202) 409-3225. Thank You!

MICHELS CORPORATION

MICHELS CORPORATION

817 West Main Street * P.O. Box 128 * Brownsville, WI 53006-0128
Phone: 920/583-1416 * Fax: 920-583-1473

JOB NOTIFICATION INFORMATION

Mr. James F. Woodward
Director of Construction
International Brotherhood of Teamsters
25 Louisiana Ave NW
Washington DC 20001
Phone: 202-624-6885
Fax: 202-624-8107

EMAIL
Gboesen@teamster.org
dpoindexter@teamster.org

GENTLEMEN:

We have been awarded a contract by **Jacksonville Electrical Authority**

for the following work: **6700' of 36" Pipe Support HDD-St. John's River**

In **Jacksonville, FL - Duvall Cty** **JOB 21051**

Headquarters TBD

Superintendent **Eric Justman** **Cell: 920-539-4436**

Approximate Starting Date: **May 7, 2012**

Please advise who to contact concerning pre-job conference.

Very truly yours,

Matt Westphal, General Manager
Cell: 920-539-1001

MICHELS PIPELINE CONSTRUCTION - Division of MICHELS Corporation

817 West Main Street * P.O. Box 128 * Brownsville, WI 53006-0128

512

NATIONAL PIPELINE AGREEMENT 2005-2011

FLORIDA RATES (Hourly)

	2/1/09-2/1/10	2/1/10-2/1/11	2/1/11	1/29/12
GROUP 1	$24.65	$25.46	$25.26	$24.99
GROUP 2	$21.92	$22.60	$22.40	$22.13
GROUP 3	$20.78	$21.40	$21.20	$20.93
H&W	$4.18	$4.81	$4.81	$5.08
PENSION	$2.65	$2.80	$3.00	$3.00
TRAINING	.20	.20	.20	.20
LMCT	.20	.20	.20	.20

PREMIUMS (National)

Steward	+ $2.25
Stringing Truck	+ $2.25
Mechanic	+ $2.25
Lowboy	+ $2.25
Fuel Truck	+ $2.25

JURISDICTIONS (Local/County)

Local 79 - Charlotte, Desoto, Hardee, Hernando, Highlands, Hillsborough, Manatee, Pasco, Pinellas, Polk & Sarasota

Local 385 - Alachua, Baker, Bradford, Brevard (Except Rockledge), Citrus, Clay, Dixie, Flagler, Gadsden, Gilchrist, Hamilton, Jefferson, Lafayette, Lake, Leon, Levy, Madison, Marion, Orange, Osceola, Putnam, St. Johns, Seminole, Sumter, Suwannee, Taylor, Union, Volusia & Wakulla

Local 512 – Columbia, Duval & Nassau

Local 769 - Brevard (Rockledge Only), Broward, Collier, Hendry, Indian River, Lee, Martin, Miami-Dade, Monroe, Okeechobee, Palm Beach & St. Lucie

Local 991 - Bay, Calhoun, Escambia, Franklin, Gulf, Holmes, Jackson, Liberty, Okaloosa, Santa Rosa, Walton & Washington

Updated 2/7/12

EXHIBIT D

Bob Guy or Ph.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Pipeline Construction Pre-Job Form

PLUCHUCK JOB 121-140

LOCAL UNION/S 431 JOINT COUNCIL 7 ZONE/S 3 TODAY'S DATE 5/24/12
PROJECT DATES (Approximate): BEGINS 5/24/12 ENDS 7/31/12

CONTRACTOR Michels
CLIENT
JOB ADDRESS Cadwelle West of 59 AND 23½
WAREHOUSE LOCATION PHONE
SUPERINTENDENT Cory Vincent CELL
PROJECT STEWARD Tim Carter CELL

PROJECT DESCRIPTION (Type/Length/Size/Location):
Hydro Test 1700' 8"

EQUIPMENT/PERSONNEL REQUIRED

- ___ A-Frame
- ___ All-Terrain Vehicle (ATV)
- ___ Ambulance
- ___ Articulating End Dump
- ___ Boom Truck
- ___ Bus
- ___ Challenger
- ___ Crew Cab
- X Dump Truck
- ___ Environmental Truck
- ___ Escort Vehicle/Pilot Car
- X Flat Bed 1 - 2½
- ___ Float
- ___ Foam Truck
- ___ Fuel Truck
- ___ Gin Pole
- ___ Grease Truck
- ___ Hot Pass Truck
- ___ Jeep
- ___ Logging Truck
- ___ Lowboy
- ___ Mechanic (Truck)
- ___ Pick-Up
- ___ Rollagon (or similar)
- ___ Skid Truck
- ___ Stinger Truck
- ___ Stringer Truck
- ___ Suburban
- ___ Swamp Buggy (or similar)
- ___ Tandem
- ___ Team Driver
- ___ Track Truck
- ___ Tractor, Rubber-Tire
- ___ Vacuum Truck
- ___ Van
- ___ Warehouse (Parts Chaser/Runner)
- X Water Truck/Pull
- ___ Winch Truck
- Other Flat Bed
- Other
- Other Water Buffalo
- Other
- Other
- Other

WELFARE (Circle One): Hourly Daily Weekly $ 10.24 (Please Enter Amount)
PENSION (Circle One): Hourly Daily Weekly $ 5.20 (Please Enter Amount)

TEAMSTERS CLAIM THE HAULING OF ALL PERSONNEL, MATERIAL, WATER AND EQUIPMENT TO/FROM, AND ON THIS SITE BY ANY MEANS USED – INCLUDING WAREHOUSE & LAYDOWN AREAS.

SUBCONTRACTOR/S	TYPE OF WORK	CONTACT
Mill Bar	Hydro Testing	Russ Dowling 318 ... 92

Please note any other matter (Jurisdiction, Shift, Hours, Equipment, etc.):
Steward Gets Truck Pay $40 Per Day and Top Pay

[signature] EMPLOYER SIGNATURE

[signature] 5/24/12 UNION SIGNATURE

PLEASE FAX SIGNED COPY TO THE INTERNATIONAL AT (202) 624-8107

EXHIBIT E

Labor News-Letter

PIPE LINE CONTRACTORS ASSOCIATION

1700 Pacific Avenue, Suite 4100, Dallas, Texas 75201 • (214) 969-2700 • Fax: (214) 969-2705

May 11, 2012

2012/23

TO: ALL REGULAR MEMBERS

Re: ***Current Teamster Rates For the West Virginia – Zone 3 and Kentucky – Zone 1***

Ladies and Gentlemen:

Since a number of you may be currently working in West Virginia Zone 3 and Kentucky Zone 1, the current Teamster mainline rates are stated below and should be implemented on the next payroll period. If you have any questions, please call our office.

West Virginia Zone 3

Group 1	$21.97
Group 2	$22.54
Group 3	$21.71
Welfare	$5.08
Pension	$5.50
Pipeline Training	$ .25
LMCT	$ .20

Kentucky Zone 1

Group 1	$24.87
Group 2	$24.54
Group 3	$24.23
Welfare	$5.08
Pension	$3.20
Pipeline Training	$ .25
LMCT	$ .20

Sincerely,

Kevin N. Barrett

KNB:mlh
#202803397

EXHIBIT F

Akin Gump
Strauss Hauer & Feld LLP

CHARLES V. STEWART
+1 202.887.4158/fax: +1 202.887.4288
cstewart@akingump.com

October 2, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

RECEIVED

OCT 09 2012

CONTRACT DEPARTMENT

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Re: Confirming Notice - Termination of Contribution Obligation

Dear Sir or Madam:

On November 16, 2011, and on several days shortly thereafter, members of the Pipe Line Contractors Association ("PLCA") formally notified your office in writing of the lawful termination of their obligation to contribute to, and withdrawal from, the Central States, Southeast and Southwest Areas Pension Plan ("Plan"). Representing the PLCA, I arranged in most cases for these notifications to be delivered to your office. In addition to a written letter, executed by the PLCA member, the notifications included a copy of the CBA that had expired in January, 2011, and a fully executed Amendment to and Extension of the CBA. The Amendment clearly and formally memorialized the Parties' agreement to terminate any obligation to contribute to the Plan, effective as of November 15, 2011.

Pursuant to Section 1 of Article III of the Trust Agreement, the delivery of the member's letter, together with the attachments, constituted official and legally sufficient notification that the member had taken the lawful action to terminate its obligation to contribute to the Plan, effective as of November 15, 2011. In addition to a careful reading of the Trust agreement, this conclusion was based on several conversations with James P. Condon, Secretary to the Board and Deputy Chief Legal Officer of the Plan. After this notification, I asked Mr. Condon numerous times via letter and e-mail to contact me if the Plan required any additional information or notification relating to the member's cessation of the obligation to contribute to the Plan, stressing that time was of the essence. Mr. Condon chose not to contact me.

Mr. Condon did not respond to my repeated requests until after the end of the Plan Year, *i.e.*, after December 31, 2011. Sometime thereafter, he first informed me that the Trustees of the Plan had now decided that these efforts to notify the Plan in 2011 were legally insufficient; and, as you know, this issue is now being litigated. While we fully expect to prevail in this costly and

Akin Gump
Strauss Hauer & Feld LLP

unnecessary litigation, we have learned the bitter lesson that the Trustees will conveniently adopt any argument, no matter how specious, that offers any possibility of extracting additional money from contributing employers. In an effort to minimize the risk of incurring additional litigation costs over yet another frivolous issue, we are enclosing new notifications on behalf of PLCA members.

To that end, please find enclosed a copy of the CBA and letters from 44 members notifying you that their obligation to contribute to the Plan has ceased. You should draw no inferences from the fact that not every PLCA member is now sending a letter. Some members will be sending you a letter separately; and it appears that some members have concluded that a second letter is unnecessary. Furthermore, submission of these letters does not in any way constitute a waiver of any argument that the member's withdrawal from the Plan was effective in 2011.

Sincerely,

Charles V. Stewart

Enclosures

cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.

Akin Gump
Strauss Hauer & Feld LLP

October 2, 2012

Enclosed please find correspondences from the following members:

1. Abercrombie Pipeline Services, LLC
2. Apex Pipeline Services, Inc.
3. Appalachian Pipeline Contractors, LLP
4. ARB, Inc.
5. Associated Pipe Line Contractors, Inc.
6. Big Inch Fabricators & Construction, Inc.
7. Blackwell Enterprises, Inc.
8. Brandenburg Drainage, Inc.
9. Continental Energy Services/Foltz Welding, Ltd.
10. Circle K Pilot Cars, LLC
11. Contractors Rental Corp. d/b/a C.J. Hughes Pipeline
12. Delta Gulf Corporation
13. Dun Transportation & Stringing, Inc.
14. Henkels & McCoy Inc.
15. Laney, Inc.
16. Laney Directional Drilling Co.
17. Latex Construction Company
18. Letourneau Products Manufacturing Corp.
19. Michels Corporation a/k/a Michels Pipeline Construction
20. Electric Conduit Construction Company d/b/a/ Midwestern Contractors
21. Midwest Underground, Inc.
22. Miller Pipeline, LLC
23. Minnesota Limited, LLC
24. Northern Cleaning, Inc.
25. Oz Directional Drilling, Inc.
26. PE BEN USA, Inc.
27. Pipe Line Constructors, LLC
28. Precision Pipeline, LLC
29. Price Gregory International, Inc.
30. ProFoam, LLC
31. Q3 Contracting, Inc.
32. Right-of-Way Clearing & Maintenance, Inc.
33. R.L Coolsaet Construction Co.
34. Rockford Corporation
35. Rodenberg Diversified, LLC
36. Schmid Pipeline Construction, Inc.
37. Sheehan Pipe Line Construction Company
38. Southeast Directional Drilling, LLC
39. Snelson Companies, Inc.
40. ST Pipeline, Inc.
41. Terra Restoration Services, LLC
42. United Piping, Inc.
43. U.S. Pipeline, Inc.
44. Welded Construction, LP

Abercrombie Pipeline Services | P.O. Box 11502 | Bozeman MT 59719 | 406.522.7340

September 5, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemount, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Abercrombie Pipeline Services, LLC ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

Jerry Abercrombie

Jerry R. Abercrombie
Owner

Cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.

APEX

PIPELINE SERVICES, INC.

August 20, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Apex Pipeline Services, Inc. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it

PIPELINE SERVICES, INC.

completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

Stephen K. Moss
President/CEO

Cc: J. Patrick Tielborg, Esq. James P. Condon, Esq. Lawrence D. Levien, Esq.

ppalachian

Appalachian Pipeline Contractors, LLP
170-D East Main Street, PMB 280
Hendersonville, TN 37075
Phone: 615-264-8775
Fax: 615-264-8776
www.appalachianpipeline.com

VIA CERTIFIED MAIL WITH RETURN RECEIPT

August 31, 2012

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Appalachian Pipeline Contractors, LLP ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

Jana Metcalfe Crooks
Vice President

#203128050
cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.

ARB, Inc.
26000 Commercentre Drive
Lake Forest, CA 92630

Tel: 949.454.7148
Fax: 949.595.5526
E-Mail: ssummers@arbinc.com

SCOTT E. SUMMERS
PRESIDENT

August 31, 2012

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, ARB, Inc. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

Scott E. Summers
President

#203128050

cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.

ASSOCIATED PIPE LINE CONTRACTORS, INC.

3535 BRIARPARK, SUITE 135 • HOUSTON, TEXAS 77042
TEL (713) 789-4311 • FAX (713) 789-5232

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States, Southeast and Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Associated Pipe Line Contractors, Inc. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you.

Sincerely,

Clyde M. Fowler, Vice President

cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.

BIG INCH FABRICATORS & CONSTRUCTION

Fabricators & Construction Inc.

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

RE: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, BigInch Fabricators & Construction INC ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,
President BigInch

#203128050

Cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.

P.O. Box 99 • Montezuma, IN 47862 • Phone: 765-245-9353 • Fax: 765-245-9355

BLACKWELL ENTERPRISES, INC. 14860 Railway Ave., Wayne, Ok 73095
office: 405-449-7795 fax: 405-449-3430 email: Bob@blackwellent.com

August 31, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Blackwell Enterprises, Inc. ("Company") notified you the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company along with other PLCA members, signed a new collective bargaining agreement with International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice

terminate every Participation Agreement under which Blackwell Enterprises, Inc. ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

Bob Blackwell

Bob Blackwell
President
Blackwell Enterprises, Inc.

#203128050

cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.
file

cc: file

[Brandenburg Drainage, Inc.
2236 312th Avenue, Maquoketa, Iowa 52060]

9/17/2012
VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States Southeast and Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

RE: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Brandenburg Drainage Inc. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan fully complied with the Plan's governing instruments, the Plan has asserted several objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm your knowledge that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in the effort to avoid another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

Sonia Miller, Office Manager

Cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.

Phone: (563) 689-5333 Fax: (563) 689-5333 sonia@brandenburgdrainage.com

CES
continental energy services

14500 E 42nd St
Independence, MO

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, the entities under the common control of MBCORP LLC, including Foltz Construction Inc. (account 2824600-0109), Foltz Construction Inc. (account 2824600-0303), Foltz Welding, Ltd. (account 2824650-0100), H.D. Griffin Company (account 3319375-0100), and Griffin Pipeline Services LLC (account 3319400-0100) (collectively "Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

As previously communicated in prior notices, please be advised that MBCORP LLC was merged into its wholly owned subsidiary, Continental Energy Services LLC, on January 20, 2011. Please be further advised that H.D. Griffin Company and Foltz Welding, Ltd completed a merger effective January 1, 2012, with Foltz Welding, Ltd. as the surviving entity.

Thank you for your consideration.

Sincerely,

Robert Whilden, EVP

#203128050

cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.

Circle K Pilot Cars, LLC
5748County Road 58
Albertville, AL 35951
(256) 659-4798

August 31, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, IL 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Circle K Pilot Cars, LLC ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effect to avoid yet

another baseless argument by the Plan asserting a continued obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's Counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

Bradford Kittle
Circle K Pilot Cars, LLC

Cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.

An Energy Services of America Company

C.J. Hughes PIPELINE

September 4, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States. Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Contractors Rental Corporation d.b.a. C.J. Hughes Pipeline ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no w,ay waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Contractors Rental Corporation DBA C.J. Hughes Pipeline

100 Industrial Lane
Huntington, WV 25702

304-399-6300 ph • 304-399-1096 fax
"AN EQUAL OPPORTUNITY EMPLOYER"

P.O. Box 238
Lesage, WV 25537

Thank you for your consideration.

Sincerely,

James P. Poling

#203128050

cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.